



City of Chicago Office of the City Clerk

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Referred to Committees at the Chicago City Council Meeting 3/18/2015 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Easement			
1	O2015-2035	Easement agreement with Ozinga Foundation, Inc., The, for creation of pedestrian path along western edge of S Dearborn St	Emanuel (Mayor) Housing
Agreement(s) - Intergovernmental			
2	O2015-1455	Intergovernmental agreement with Chicago Park District for Navy Pier Flyover improvements	Emanuel (Mayor) Pedestrian and Traffic Safety
Appointment(s)			
3	A2015-16	Reappointment of Charles A. Cathey, Jr. as member of Special Service Area No. 50, Calumet Heights/Avalon Commission	Emanuel (Mayor) Finance
4	A2015-17	Reappointment of Sarah L. Ware as member of Special Service Area No. 49, South Shore/Exchange Commission	Emanuel (Mayor) Finance
5	A2015-18	Reappointment of Nabil F. Zahrah as member of Special Service Area No. 27, West Lakeview Commission	Emanuel (Mayor) Finance
6	A2015-19	Appointment of Juliana W. Stratton as member of Affirmative Action Advisory Board	Emanuel (Mayor) Budget
Fund 925 Amendment(s)			
7	O2015-1400	Annual Appropriation Ordinance Year 2015 amendment within Fund No. 925 for Department of Public Health, Department of Family and Support Services, and Department of Transportation	Emanuel (Mayor) Budget
Municipal Code Amendment(s)			
8	O2015-1401	Amendment of Municipal Code Chapter 2-92 by adding new Section 405 and modifying Section 412 regarding City contract bid preference and/or incentive	Emanuel (Mayor) Budget
9	O2015-1402	Amendment of Municipal Code Titles 4 and 11 regarding unauthorized sale of catalytic converters	Emanuel (Mayor) Quinn (13) Public Safety
10	O2015-1403	Amendment of Municipal Code Titles 4, 10 and 17 regarding special event food and itinerant merchant licenses	Emanuel (Mayor) License
11	O2015-1531	Amendment of Municipal Code Title 2 by adding new Chapter 40 entitled "Citywide Language Access to Ensure the Effective Delivery of City Services"	Emanuel (Mayor) Human Relations

Legislation Referred to Committees at the Chicago City Council Meeting

3/18/2015

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
12	O2015-1532	Amendment of Municipal Code Chapters 4-4 and 4-60 regarding summary closure of establishments deemed public safety threat	Emanuel (Mayor) Reilly (42)	License
Property - Acquisition				
13	O2015-2008	Quick-take acquisition of property for improvements and repairs to Western Avenue viaduct over W Belmont Ave and N Clybourn Ave	Emanuel (Mayor)	Housing
14	O2015-2018	Acquisition of property at 7733-7759 W Clarence Ave for construction, maintenance and repair of public ways	Emanuel (Mayor)	Housing
Special Events				
15	O2015-1408	City of Chicago Special Events Ordinance (2015)	Emanuel (Mayor)	Special Events
Zoning Reclassification(s)				
16	O2015-1419	Zoning Reclassification Map No. 1-E Residential-Business Planned Development No. 368 - amend	Emanuel (Mayor)	Zoning



City of Chicago



O2015-2035

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Easement agreement with Ozinga Foundation, Inc., The for creation of Pedestrian Path along western edge of S Dearborn Street
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an easement agreement with the Ozinga Foundation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1911

ORDINANCE

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to an ordinance passed by the City Council of the City of Chicago on October 30, 1987, and published in the Journal of Proceedings of same date at pages 5786, 5788-5790, and as recorded in the Office of the Cook County Recorder on January 8, 1988, as Document No. 88-012180, the City vacated a portion of South Dearborn Street ("Vacated South Dearborn Street; and

WHEREAS, City is the owner of the westernmost six (6) feet (more or less) of the former right-of-way ("ROW") from the railroad viaduct along South Dearborn Street going north to 15th street. Additionally, City retains the entire ROW under the railroad viaduct above South Dearborn Street; and

WHEREAS, City, by and through its Department of Transportation ("CDOT"), is seeking to create a formal 13.5 foot wide pedestrian path (the "Pedestrian Path") along the western edge of South Dearborn Street between 15th Street to the North and 16th Street to the South, including the area under the railroad viaduct, and across that portion of the Vacated South Dearborn Street (the "Pedestrian Path Easement Area") as legally described on the Plat of Easement ("Plat") attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, The Ozinga Foundation, Inc., an Illinois not-for-profit corporation ("Ozinga") owns the fee simple title to the real estate located within the Pedestrian Path Easement Area; and

WHEREAS, City is seeking a perpetual, non-exclusive, Pedestrian Path easement (the "Pedestrian Path Easement") along the western edge of Dearborn Street between 15th and 16th Streets over the Pedestrian Path Easement Area; and

WHEREAS, Ozinga agrees to grant to the City, at no cost to the City, and the City accepts the Pedestrian Path Easement upon the terms and conditions set forth in a Pedestrian Path Easement Agreement ("Pedestrian Path Easement Agreement") by and between Ozinga and City, substantially in the form attached hereto as **Exhibit B** and made a part hereof; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is each hereby authorized, along with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Pedestrian Path Easement Agreement between Ozinga and the City, in the form attached hereto as **Exhibit B** and made a part hereof, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Pedestrian Path Easement Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

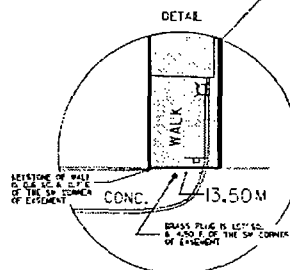
SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A

**Plat of Easement
(Attached)**

PLAT OF EASEMENT

CONTAINING 1.4360 SQ. FT. OR 0.0449 ACS, MORE OR LESS



LEADS, PROFESSIONAL LEAD SUPERVISOR NO. 2394



EXHIBIT B

**Pedestrian Path Easement Agreement
(Attached)**

This document was prepared by
and after recording return to:
Karen Bielarz
Senior Counsel
City of Chicago
Department of Law
Real Estate and Land Use
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

PEDESTRIAN PATH EASEMENT AGREEMENT

This Pedestrian Path Easement Agreement ("Agreement") is made as of this ____ day of _____, 2015, by and between **The Ozinga Foundation, Inc., an Illinois not-for-profit corporation**, having an address of 19001 Old LaGrange Road, Suite 300, Mokena, Illinois, 60448, ("Grantor"), and the **City of Chicago**, a municipal corporation and a home rule government ("City"), acting by and through its Department of Transportation ("CDOT"), having its principal office at 30 North LaSalle Street, Chicago, Illinois 60602 ("Grantee"). The Grantor and Grantee shall collectively be referred to herein from time to time as the "Parties", and individually as a "Party".

RECITALS

WHEREAS, pursuant to an ordinance passed by the City Council of the City of Chicago on October 30, 1987, and published in the Journal of Proceedings of same date at pages 5786, 5788-5790, and as recorded in the Office of the Cook County Recorder on January 8, 1988, as Document No. 88-012180, the City vacated a portion of South Dearborn Street ("Vacated South Dearborn Street"), as legally described on **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Grantee is the owner of the westernmost six (6) feet (more or less) of the former right-of-way ("ROW") from the railroad viaduct along South Dearborn Street going north to 15th street. Additionally, the Grantee retains the entire ROW under the railroad viaduct above South Dearborn Street; and

WHEREAS, the Grantee is seeking to create a formal 13.5 foot wide pedestrian path (the "Pedestrian Path") along the western edge of South Dearborn Street between 15th Street to the North and 16th Street to the South, including the area under the railroad viaduct, and across that portion of the Vacated South Dearborn Street (the "Pedestrian Path Easement Area") as legally described on the Plat of Easement ("Plat") attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Pedestrian Path will serve the public and, in part, serve the adjacent Daystar School located at 1550 South State Street, Chicago, Illinois; and

WHEREAS, the Grantee is seeking a perpetual, non-exclusive, Pedestrian Path easement (the "Pedestrian Path Easement") along the western edge of Dearborn Street between 15th and 16th Streets over the Pedestrian Path Easement Area; and

WHEREAS, the Grantor agrees to grant to the Grantee, and Grantee accepts the Pedestrian Path Easement upon the terms and conditions set forth herein and for no other use or purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference as the agreements of the parties.

SECTION 2. GRANT OF EASEMENT. Grantor, grants to the Grantee, for the benefit of the general public, the Pedestrian Path Easement in perpetuity for access and for ingress and egress to from and over the Pedestrian Path Easement Area. Notwithstanding the preceding sentence the exercise of such easement rights shall commence on _____, 2015 (the "Commencement Date").

SECTION 3. AUTHORITY TO GRANT EASEMENT. Grantor represents and warrants to the Grantee that it has good and valid title to the Pedestrian Path Easement Area in fee simple and has the right, without title restriction, to execute and deliver this instrument and any other instrument in connection hereto. The Grantor represents and warrants that (a) its execution, delivery and recording of this Agreement has been duly authorized by all requisite corporation action; (b) it has full power and authority to grant the easement interests conveyed hereby; (c) the easement will benefit the general public for access and for ingress and egress to from and over the Pedestrian Path Easement Area; (d) no consents from any third parties are necessary for this Agreement to be effective; and (e) this Agreement constitutes the legally valid and binding obligation of the Grantor and is enforceable in accordance with its terms. The Grantor acknowledges and agrees that the City is relying upon such representations and warranties in entering into the Agreement.

SECTION 4. Grantor's Retained Rights. Grantee acknowledges that Grantor has the right and ability to develop, sell, transfer, or convey Grantor's real estate located west and/or East of the Pedestrian Path Easement Area, such real estate being legally described on **Exhibit D** attached hereto and made a part hereof ("Grantor's Real Estate"). Any such development, sale, transfer, or conveyance of Grantor's Real Estate

(collectively, the "Development or Transfer of Grantor's Real Estate") may result in the grant of other easements, uses, licenses, or other property interests (together, the "Other Property Interests"), in the Pedestrian Path Easement Area. Such Other Property Interests shall not interfere or unreasonably restrict the Grantee's Pedestrian Path Easement. Any Other Property Interests resulting in the re-location of the Pedestrian Path and/or Pedestrian Path Easement Area shall not unreasonably restrict the Pedestrian Path and/or Pedestrian Path Easement Area. Grantor shall have the right to temporarily alter the Pedestrian Path Easement for construction of improvements or alterations to the Grantor's Real Estate. Grantor shall provide Grantee with a thirty (30) day prior written request of any such improvements or alterations to the Pedestrian Path Easement for Grantee's review and approval, which approval shall not be unreasonably withheld.

SECTION 5. AUTHORITY TO ACCEPT EASEMENT GRANT. The City represents and warrants that its acceptance of the Pedestrian Path Easement interests granted by, an execution of, this Agreement.

SECTION 6. MAINTENANCE RESPONSIBILITY. Grantee shall have the right to access Grantor's property within the Vacated South Dearborn Street to maintain, repair, and replace, any portion of the Pedestrian Path at the City's expense. In performing maintenance, repair, and replacement work, Grantee shall not unreasonably interfere with the operations of Grantor or Daystar School. Grantee agrees to restore any part of the surface of the real estate that is materially damaged by the constructing and installing of the Pedestrian Path. The Grantee shall maintain the Pedestrian Path in a manner that is safe from hazards.

SECTION 7. PERMITTED USES. The Pedestrian Path Easement interests granted by this Agreement shall permit pedestrian, bicycle, and non-motorized traffic over the Pedestrian Path Easement Area, but shall exclude motorized traffic, except for motorized wheelchairs.

SECTION 8. CORRECTED LEGAL DESCRIPTION. In the event the Grantee determines that the legal description for the Pedestrian Path Easement Area attached hereto as Exhibit C is otherwise defective, the Parties agree to cooperate in amending this Agreement to correct such deficiencies or scrivener's errors.

SECTION 9. NOTICES. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications (email or facsimile); (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to Grantor:

The Ozinga Foundation, Inc.
19001 Old LaGrange Road, Suite
300
Mokena IL 60448
Attn: Barry Voorn

If to Grantee:

City of Chicago
Department of Transportation
30 North LaSalle Street
11th Floor
Chicago, Illinois 60602
Attn: Tony Rainey

With a copy to:

Corporation Counsel's Office
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
Attn: Real Estate Division

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 10. ENTIRE AGREEMENT. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. This Agreement constitutes the entire agreement between the Parties as to the easement granted herein and supersedes any prior agreements, negotiations, and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term. This Agreement supersedes and covers all agreements and stipulations between Grantor and Grantee.

SECTION 11. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and

construed in accordance with the laws of the State of Illinois.

SECTION 13. HEADINGS. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

SECTION 14. SEVERABILITY. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 15. SUCCESSORS AND ASSIGNS. The terms, conditions, and covenants of this Agreement shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns and shall run with the land. The easement granted hereby shall run with the land and be enforceable by the City, for the benefit of the general public.

SECTION 16. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original signature.

SECTION 17. AUTHORITY. The parties represent and warrant to each other that they have the full right and lawful authority to enter into this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

GRANTOR:
THE OZINGA FOUNDATION,
INC.
an Illinois not-for-profit corporation

By:

Print Name:

Its:

GRANTEE:
CITY OF CHICAGO, an Illinois
municipal corporation

By:

—

Commissioner of Transportation

Approved as to form and legality:

By: _____
Senior Corporation Counsel

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____, he signed and delivered the instrument pursuant to authority given by the City as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2015.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rebekah Scheinfeld, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, he signed and delivered the instrument pursuant to authority given by the by the City of Chicago, as his free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2015.

NOTARY PUBLIC

EXHIBIT A

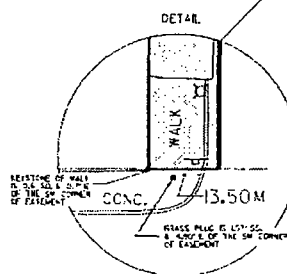
LEGAL DESCRIPTION OF VACATED SOUTH DEARBORN STREET

ALL THAT PART OF SOUTH DEARBORN STREET LYING WEST OF THE WEST LINE OF LOTS 16, 17, AND 18; LYING EAST OF THE EAST LINE OF LOTS 43, 44 AND 45; LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 16 TO THE SOUTHEAST CORNER OF LOT 45; AND LYING SOUTH OF THE WESTWARDLY EXTENSION OF THE SOUTH LINE OF THE NORTH 5 FEET OF SAID LOT 18, ALL IN WILDER'S SOUTH ADDITION TO CHICAGO IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PART OF PUBLIC STREET HEREIN VACATED BEING FURTHER DESCRIBED AS THE SOUTH 145 FEET OF THAT PART OF SOUTH DEARBORN STREET LYING NORTH OF WEST 16TH STREET.

EXHIBIT B
PLAT OF EASEMENT
(Attached)

THE WEST 135 FEET OF THAT PART OF SOUTH DEARBORN STREET, AS VACATED, BY ORDINANCE PASSED OCTOBER 30, 1987 BY THE CITY COUNCIL OF CHICAGO AND RECORDED IN THE OFFICES OF THE COOK COUNTY RECORDER OF DEEDS JANUARY 27, 1988, AS DOCUMENT 65-02192 LYING WEST OF THE WEST LINE OF LOTS 6, 17 AND 18 LYING EAST OF THE EAST LINE OF LOTS 43, 44 AND 45 LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 6 TO THE SOUTHEAST CORNER OF LOT 44 AND LYING SOUTH OF THE WESTWARDLY EXTENSION OF THE SOUTH LINE OF THE NORTH 5 FEET OF SAID LOT 18, ALL IN WILDER'S SOUTH ADDITION IN COOK COUNTY, ILLINOIS.

CONTAINING 1.945-0 SQ. FT. OR 0.2449 ACS. MORE OR LESS



OWNER'S CERTIFICATE
THE OZINGA FOUNDATION, INC. AS ELIGIBLE NOT-FOR-PROFIT CORPORATION, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS GRANTED THE SAID PROPERTY TO BE SURVEYED FOR THE EASEMENT AS SHOWN.

DATE AT CHICAGO _____ 30

Mr. _____
Yuba Co.

STATE OF ILLINOIS
COUNTY OF COOK

A NOTARY PUBLIC FOR SAID
COUNTY IN THE STATE OF NEW YORK DO HEREBY CERTIFY
THAT _____ IS SUBSCRIBED TO THE
FOREGOING INSTRUMENT AS _____ OF
THE OPINION FOUNDATION, INC. APPEARING BEFORE ME THIS
____ DAY IN PERSON AND ACCOMPANIED BY THE ABOVE SAID
____ AND DELIVERED THE SAID INSTRUMENT AS HEREAFORE
FREE AND VOLUNTARY ACT OF THE OPINION FOUNDATION,
INC., AS DEMAND FOR THE USES AND PURPOSES THEREIN
SET FORTH.

SIXED UNDER MY HAND AND NOTARY SEAL
THIS _____ DAY OF _____, 2011

SUBJECT NAME _____

NOTES

DISTANCE SHOWN ARE FEET & DECIMAL PARTS THEREOF AND ARE OBTAINED AS FOLLOWING
MEASUREMENTS - MEASURED
WHEEL RIM - RECORD AND MEASURED
WHEEL HUB - RECORD
ANGLES SHOWN ARE AS MEASURED

NO DIMENSIONS SHOULD BE ASSIGNED IN SCALE MEASUREMENTS
UPON THIS PLAN

EASEMENT AREA IS MARKED FOR CLARITY

FIELD WORK COMPLETED - DECEMBER 9, 2018

— LEGEND —

- ⊖ SEWER MANHOLE
- CATCH BASIN
- CITY ELECTRIC MANHOLE
- ▢ COATED CU. MANHOLE
- ⊕ LIGHT POLE
- ⊕ POWER POLE
- ⊕ TELEPHONE POLE
- ⊕ TRAFFIC SIGNAL
- ⊕ TRAP SIG. POST LOT
- ⊕ REGULATOR SIGN
- ⊕ ELECTRIC MANHOLE
- ⊕ TELEPHONE MANHOLE
- ⊕ FIRE HYDRANT
- ⊕ GAS BURNING BOX
- ⊕ GAS BURNING BOX
- ⊕ WATER VALVE
- ⊕ STORM INLET
- CONCRETE CURB
- ⊕ WATER METER
- ⊕ TREE WITH DIAMETER
- ⊕ CONTROL BOX
- ⊕ PARKING METER
- ⊕ EMERGENCY TREE / SIGN
- ⊕ MAIL BOX

H29 FILE 40: 12-6-13 E:\aaron1.dgn

THIS PROFESSIONAL SURVEY CONFORMS TO THE CURRENT
CLINTON COUNTY STANDARDS FOR A BOUNDARY SURVEY

MEADCO, LINDS MARSHFIELD JUL 20 1965

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2354



EXHIBIT C

**LEGAL DESCRIPTION
OF PEDESTRIAN PATH EASEMENT AREA**

THE WEST 13.5 FEET OF THAT PART OF SOUTH DEARBORN STREET, AS VACATED BY ORDINANCE PASSED OCTOBER 30, 1987 BY THE CITY COUNCIL OF CHICAGO AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER ON JANUARY 8, 1988 AS DOCUMENT 88-02150, LYING WEST OF THE WEST LINE OF LOTS 16, 17 AND 18, LYING EAST OF THE EAST LINE OF LOTS 43, 44 AND 45; LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 16 TO THE SOUTHEAST CORNER OF LOT 45; AND LYING SOUTH OF THE WESTWARDLY EXTENSION OF THE SOUTH LINE OF THE NORTH 5 FEET OF SAID LOT 18, ALL IN WILDER'S SOUTH ADDITION TO CHICAGO RECORDED JUNE 23, 1851 ANTE FIRE IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

CONTAINING 1956.0 SQ FT. OR 0.0449 ACRES (MORE OR LESS)

EXHIBIT D

**LEGAL DESCRIPTION
OF GRANTOR'S REAL ESTATE
(To Come)**



City of Chicago



O2015-1455

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District for Navy Pier Flyover improvements
Committee(s) Assignment:	Committee on Pedestrian and Traffic Safety



TRAFFIC

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District regarding the Navy Pier Flyover.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Rahm Emanuel". The signature is written in a cursive, flowing style.

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Chicago Park District (the "Park District") is a body politic and corporate unit of local government and park district of the State of Illinois organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 et. seq. with authority to exercise control over and supervise the operation of all parks within the city of Chicago and to enter into intergovernmental agreements upon approval of its Board of Commissioners; and

WHEREAS, the City and Park District (together, the "Parties") have authority to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the City, in cooperation with the Park District as a non-participating construction co-sponsor, has undertaken the construction of a certain multi-use public way path to the Navy Pier and Chicago River bridge segments of the Lakefront Trail from Grant Park on the south to Jane Addams Memorial Park on the north, shall be attached to North Lake Shore Drive (the "Navy Pier Flyover Improvements") and lies adjacent to Lake Point Tower ("Lake Point Tower"), in Chicago, Illinois, as such Improvements are more fully described on Exhibit A attached hereto; and

WHEREAS, the City's construction of the Navy Pier Flyover Improvements will extend through and over the Park District's DuSable Park, as depicted on Exhibit B; and

WHEREAS, the City's construction of the Navy Pier Flyover Improvements will extend through and over the Park District's Jane Addams Memorial Park; and

WHEREAS, the Parties have mutually determined that it is necessary and appropriate that the Parties enter into an Intergovernmental License Agreement (the "License Agreement") providing for: (1) the Park District granting of an irrevocable license in and over DuSable Park and in and over Jane Addams Memorial Park to the City for the purposes of construction of the Navy Pier Flyover Improvements; and (2) the Parties mutual agreement that the Park District shall maintain and operate the Navy Pier Flyover Improvements; and

WHEREAS, the Park District, pursuant to a Resolution dated November 10, 2010, is authorized to enter into the License Agreement, and any other agreements, with the City in connection with the construction, and the maintenance and operation of the Navy Pier Flyover Improvements; and

WHEREAS, the City Council finds that it is necessary, desirable and in the public interest that the City and the Park District enter into the License Agreement in order to set forth their respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Navy Pier Flyover Improvements; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") and a designee of the Commissioner are each hereby authorized to execute an intergovernmental

redevelopment agreement substantially in the form attached hereto as **Exhibit C** and made a part hereof, and such other documents as may be necessary to implement the License Agreement, subject to the approval of the Corporation Counsel.

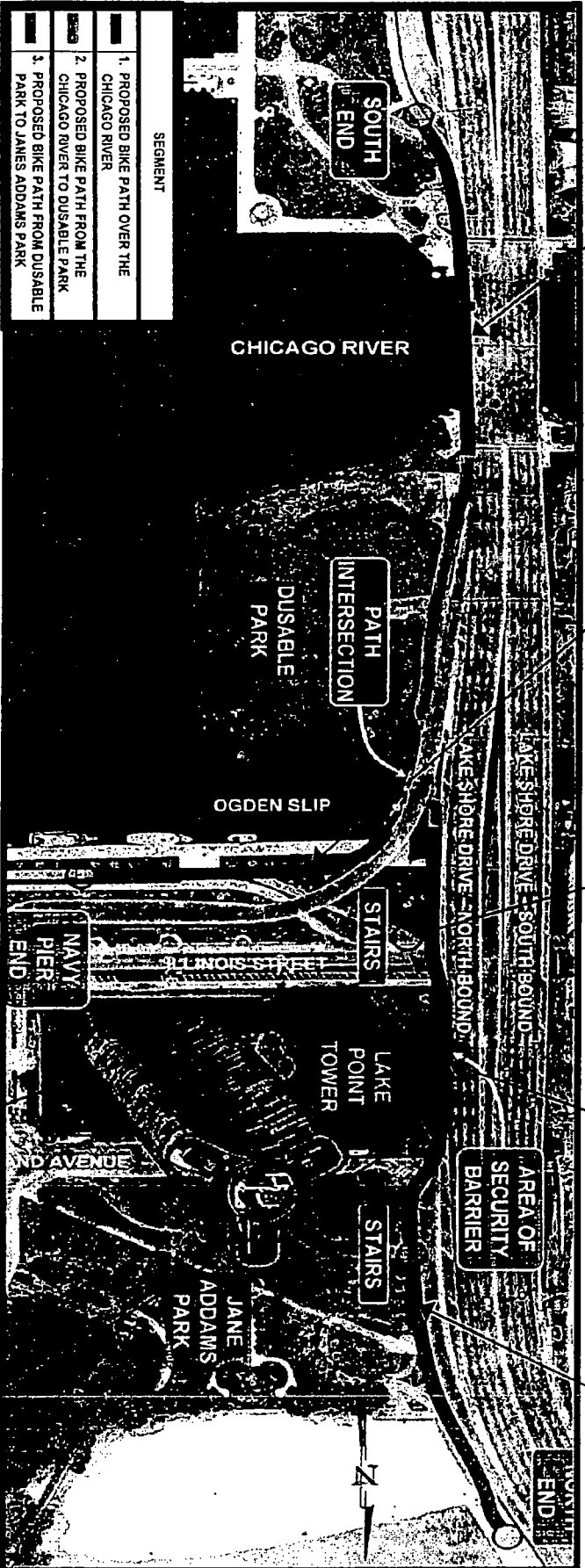
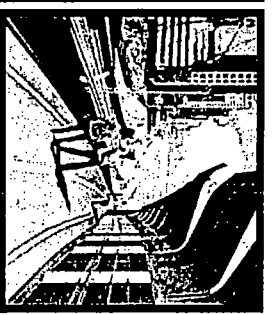
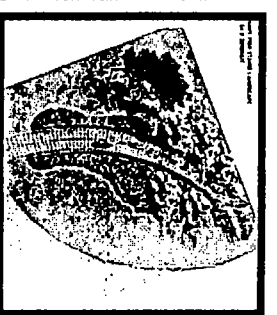
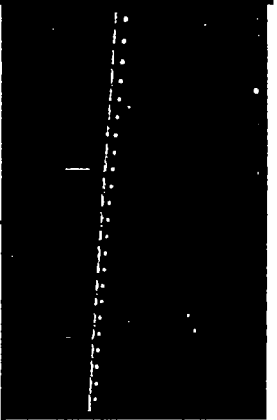
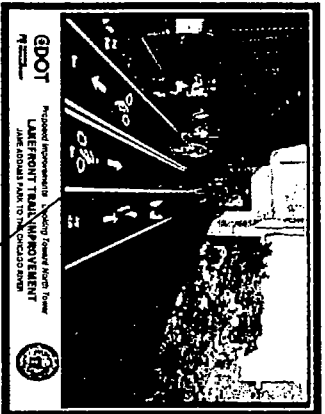
SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A

**NAVY PIER FLYOVER IMPROVMENTS
(Attached)**



Detail of column and deck lighting

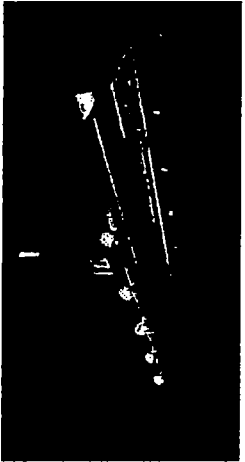
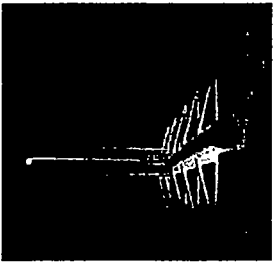


EXHIBIT B

**NAVY PIER FLYOVER IMPROVEMENTS OVER
DUSABLE PARK
(Attached)**

EXHIBIT C

**FORM OF
INTERGOVERNMENTAL LICENSE AGREEMENT
(Attached)**

**INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND
THE CHICAGO PARK DISTRICT**

(NAVY PIER FLYOVER)

This Intergovernmental License Agreement (the "Agreement") is entered into this ____ day of _____, 2015, between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Transportation ("CDOT") and the Chicago Park District (the "Park District"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois. The City and Park District together shall be referred to herein from time to time as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Park District is a body politic and corporate unit of local government and park district of the State of Illinois organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 et. seq. with authority to exercise control over and supervise the operation of all parks within the City of Chicago and to enter into intergovernmental agreements upon approval of its Board of Commissioners; and

WHEREAS, the City and Park District have authority to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the City, in cooperation with the Park District as a non-participating construction co-sponsor, has undertaken the construction of a certain multi-use public way path to the Navy Pier and Chicago River bridge segments of the Lakefront Trail from Grant Park on the south to Jane Addams Memorial Park on the north, shall be attached to North Lake Shore Drive (the "Navy Pier Flyover Improvements") and lies adjacent to Lake Point Tower ("Lake Point Tower"), in Chicago, Illinois, as such Improvements are more fully described on **Exhibit A** attached hereto; and

WHEREAS, the City's construction of the Navy Pier Flyover Improvements will extend through and over the Park District's DuSable Park, as depicted on **Exhibit B**; and

WHEREAS, the City's construction of the Navy Pier Flyover Improvements will extend through and over the Park District's Jane Addams Memorial Park, as depicted on **Exhibit C**; and

WHEREAS, the Parties have mutually determined that it is necessary and appropriate that the Park District grant a five (5) year irrevocable license with two, ten (10) year automatic renewals ("License") in and over DuSable Park and in and over Jane Addams Memorial Park to the City for the portions of the Navy Pier Flyover Improvements that lie in and over the DuSable Park and in and over Jane Addams Memorial Park for the purposes of construction of the Navy Pier Flyover Improvements and the incorporation of the license areas ("License Areas") into the Navy Pier Flyover Improvements to be utilized as public way; and

WHEREAS, the City Council of the City, by ordinance adopted June 27, 2012, authorized the

City to enter into an irrevocable exclusive license agreement ("LPT License Agreement") with the owners of Lake Point Tower, for the purpose of permitting the City to construct the Navy Pier Flyover Improvements at grade level and above grade level on the Lake Point Tower property; and

WHEREAS, the Parties have mutually agreed that CDOT shall own, insure and maintain the Navy Pier Flyover Improvements, including without limitation the Navy Pier Flyover Improvements subject to the LPT License Agreement and those Navy Pier Flyover Improvements falling within the License Areas, as a public way for the benefit of the public, pursuant to the maintenance and operation provisions set forth herein; and

WHEREAS, the Parties have mutually agreed that the Park District shall maintain and operate the Navy Pier Flyover Improvements as delineated in 4.B and 4 C. subject to the LPT License Agreement and those Navy Pier Flyover Improvements falling within the License Areas, as a public way for the benefit of the public, pursuant to the maintenance and operation provisions set forth herein; and

WHEREAS, the Park District, pursuant to a Resolution ("Resolution") dated November 10, 2010, is authorized to enter into this Agreement, and any other agreements, with the City in connection with the construction of the Navy Pier Flyover Improvements; and

WHEREAS, on _____, 2015, the City Council of the City, adopted an ordinance published in the Journal of Proceedings for said date at pages _____ to _____, among other things, authorized the City to enter into this Agreement; and

WHEREAS, the Parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Navy Pier Flyover Improvements.

NOW, THEREFORE, the Parties hereto in consideration of mutual covenants hereinafter contained agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

2. **Services to be Provided.** CDOT shall perform and carry out the following services required through the completion of construction of the Navy Pier Flyover Improvements (the "Services"):

- A. CDOT shall, upon approval from the state and/or Federal Highway Administration, and either with its own forces or in conjunction with consulting engineering firms approved by the Illinois Department of Transportation ("IDOT"), make all necessary surveys, compile the data and prepare the design and location studies, hold the required public hearings, prepare the required environmental studies and final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the final plans, specification, estimates and all other documents or agreements required to let and award contracts or otherwise construct the Navy Pier Flyover Improvements, all of which is herein referred to as "Preliminary Engineering."

- B. CDOT shall, if necessary (a) prepare or cause to be prepared, studies, plans, plats, legal descriptions and estimates for cost for any right-of-way acquisition and to acquire in its name all necessary right-of-way in accordance with the requirements of Title II and III of the Uniform Relocation and Acquisition Act, the requirements of which shall be carried out in accordance with established State of Illinois ("State") policies and procedures as now in effect or hereafter revised or amended; and (b) prior to the advertisement by the City for bids, to certify to the State that the City has complied with all requirements of Title II and III of the Uniform Relocation and Acquisition Act, which certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration.
- C. CDOT shall upon the approval from the State and/or Federal Highway Administration, let and award contracts for the Navy Pier Flyover Improvements, and/or cause to be provided all force account construction and construction engineering/ supervision for the Navy Pier Flyover Improvements as herein identified, in accordance with approved plans and specifications and established procedures of the City, the State and the Federal Highway Administration.
- D. CDOT shall comply with all applicable State and federal executive orders, laws and regulations pertaining to equal opportunity and non-discrimination legislation including but not limited to the following: Title VII of the Civil Rights Act of 1964; section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, subparts C, D, E and G; the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq; and the Illinois Environmental Barriers Act, 410.
- E. CDOT shall upon the award of any and all construction contracts cause the general contractor (the "Contractor") to obtain any permits required by law from respective city agencies. Further, the Contractor shall obtain a separate Standard Access Permit from the Park District prior to any onsite work. The Contractor shall contact The Department of Planning and Construction at (312) 742-5695 to obtain said permit and obtain parking permits, a utility walkthrough and locate prior to any on-site work, and confirmation of work limits and tree protection standards.
- F. CDOT shall maintain, for a minimum of five (5) years after the completion of any contract awarded pursuant to bids and/or force account construction and construction engineering/supervision, adequate books, records and supporting documents to verify the amounts, recipients and uses of all funds disbursed in conjunction with such contract and/or force account construction and construction engineering/supervision; making such contracts and all books, records and supporting documents related to such contract and the Navy Pier Flyover Improvements available for review and audit by the Auditor General and to provide full access to all relevant materials, with the knowledge that failure to maintain the books, records and supporting documents so required shall establish a presumption in favor of the State for the recovery of any funds paid by the State under such contract and/or for the Navy Pier Flyover Improvements for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- G. The Parties shall agree with the conceptual and/or schematic plans for the work.

- H. CDOT shall conduct regular project status meetings with the Park District, which may include Park District attendance at any regularly scheduled weekly construction project meetings on-site or at a regularly scheduled location. Further, the designated Park District representative shall review all change orders which will affect any aesthetic, landscaping, lighting, signage or like issue which will affect the maintenance of both the structure and surrounding construction and restoration work.
- I. CDOT shall provide to the Park District a 24 hour contact number for representatives of both CDOT and the Contractor.
- J. At the close of the project, CDOT shall invite the Park District to all punch list and walkthrough dates. Further, at the completion of all redlines and final update of as-builts, CDOT shall deliver to the Park District one (1) set of reproducible as-builts on vellum or similar and two (2) copies on CD, DVD or similar electronic format. Further, during said punch list and walkthrough dates, CDOT staff and representatives shall be present to answer any questions, and supply any keys or codes to ensure Park District access for maintenance and routine repairs.

3. **Park District Grant of License over DuSable Park and Jane Addams Memorial Park.**

- A. The Park District shall grant, as authorized by the Resolution, the City a License in and over portions of the License Areas for those portions of the Navy Pier Flyover Improvements that lie in and over the License Areas. The License Areas shall be utilized and operated by the City as a public way for the benefit of the public and may, at times, be utilized to stage the construction of the Navy Pier Flyover Improvements.
- B. CDOT shall be responsible for any construction work related to the Navy Pier Flyover Improvements at the License Areas, including any and all necessary repairs to the seawall/revetment made necessary by the project. In the event of any disturbance, undermining or further strengthening needed as result of the project, CDOT shall assume all responsibility for design, cost and construction of the improvement.
- C. CDOT shall be responsible for all thorium screening and disposal as required by the USEPA regarding the DuSable Park site. CDOT shall further be required to provide a site specific work plan for Park District review and approval regarding thorium screening and removal from the DuSable Park site.

4. **Maintenance and Operation of the Navy Pier Flyover Improvements.**

- A. Following the completion of the Navy Pier Flyover Improvements, the Park District shall provide for the maintenance as set forth in this Section 4 and operations of the Navy Pier Flyover Improvements, including without limitation, the Navy Pier Flyover Improvements subject to the LPT License Agreement and those Navy Pier Flyover Improvements falling within the License Areas, as a public way for the benefit of the public, in accordance with the usual and customary rules and regulations governing use and occupancy of property operated or maintained by the Park District.
- B. CDOT Navy Pier Flyover Maintenance and Operation Responsibilities shall include all major rehabilitations and/or replacements of all structure, systems, surfaces, and fixtures, and all costs associated therewith. CDOT's responsibilities hereunder shall apply whether necessitated by age, normal wear and tear, and/or damage.

- C. The Park District Navy Pier Flyover Maintenance and Operation Responsibilities shall include the maintenance and all costs associated therewith for electric utilities; minor repairs and relamping of light fixtures (excluding color changing LED lighting); snow removal and trash removal; graffiti removal; landscape maintenance; signage and striping maintenance; clean out of drainage structures; touch-up painting; and minor maintenance as necessary such as cable tightening along rail. Park District responsibilities do not include major rehabilitations and/or replacements including but not limited to, railings, paving, electrical systems and all other capital improvements and all costs associated therewith.
- D. The Parties agree that CDOT will coordinate an annual walk-through assessment of the Navy Pier Flyover Improvements with members of both the City and the Park District at a mutually agreeable date and time..

5. **Cooperation.** The Parties agree that they shall cooperate with State and Federal Agencies, utility companies and all other agencies working on any other phases of the Navy Pier Flyover Improvements, so as not to interfere with or hinder the progress or completion of work.

6. **Notice.** Notice and communications under this Agreement shall be sent by first-class prepaid mail to CDOT, addressed to:

Chicago Department of Transportation,
30 N. LaSalle Street, Room 1100,
Chicago, Illinois 60602
Attention: Commissioner

With a copy to:

Corporation Counsel
City of Chicago
121 North LaSalle Street
Room 600, City Hall
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

And to the Park District:

Chicago Park District
541 N. Fairbanks
Chicago, Illinois 60611
Attn: General Superintendent

With a copy to:

Chicago Park District
541 N. Fairbanks
Chicago, Illinois 60611
Attn: First Deputy General Counsel

Unless otherwise specified elsewhere in this Agreement, said notices shall be deemed received

when mailed.

7. **Assignment.** This Agreement or any portion thereof shall not be assigned by CDOT or Park District without the prior written consent of the other party.

8. **Amendment.** This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the Parties hereto.

9. **Entire Agreement.** This Agreement (including each Exhibits attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

10. **Limitation of Liability.** No member, official or employee of the City shall be personally liable to the Park District or any respective successor in interest in the event of any default or breach by the City or for any amount which may become due to the Park District from the City or any successor in interest or on any obligation under the terms of this Agreement. No member, official or employee of the Park District shall be personally liable to the City or any respective successor in interest in the event of any default or breach by the Park District or for any amount which may become due to the City from Park District or any successor in interest or on any obligation under the terms of this Agreement.

11. **Further Assurances.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the services, terms, provisions and intent of this Agreement.

12. **Waiver.** Waiver by the Parties with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Parties in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the Parties hereto, shall constitute a waiver of any such party's rights or of any obligations of any other party hereto as to any future transactions.

13. **Remedies Cumulative.** The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

14. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

15. **Counterparts.** This Agreement may be executed in several counterparts, each of

which shall be deemed an original and all of which shall constitute one and the same agreement.

16. **Severability.** If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17. **Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the any ordinances relating to the Navy Pier Flyover Improvements, if any, such ordinance(s) shall prevail and control.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

19. **Form of Documents.** All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

20. **Approval.** Wherever this Agreement provides for the approval or consent of the City, CDOT or the Commissioner, or any matter is to be to the City's, CDOT's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, CDOT or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or CDOT in making all approvals, consents and determinations of satisfaction or otherwise administering this Agreement for the City.

21. **Binding Effect.** This Agreement shall be binding upon the respective Parties and their respective successors and shall inure to the benefit of the City and the Park District, and their respective successors. Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

22. **Force Majeure.** Neither the Parties nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay affected by any such events described above.

23. **Venue and Consent to Jurisdiction.** If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

24. **Insurance and Indemnification.**

A. CDOT

(i) CDOT certifies that it is self-insured and in accordance with CDOT's budgeted estimate has funds available, and agrees to indemnify the Park District against and save harmless from loss and damage to property, and injury to or death of any person or persons and from court costs and attorney's fees, and expenses incidental thereto, arising out of the Services and work to be performed hereunder by CDOT, or any contractor or subcontractor for CDOT, or their respective officers, agents or employees except for the negligence or willful or intentional misconduct on the part of the Park District or any contractor or subcontractor of the Park District or their respective transferees, successors or assignees, or their respective officers, agents and employees. The Park District shall give timely notice to CDOT of the possible filing or filing of any such claims.

(ii) CDOT shall require that the Contractor and any subcontractors purchase and maintain during the construction of the Project the types and amounts of insurance substantially in accordance with the provisions of **Exhibit D** hereof. Prior to the commencement of the construction of the Navy Pier Flyover Improvements, CDOT shall require that the Contractor provide certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of work or services covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided and naming the City and the Park District as an additional insured as their interests may appear. A copy of any and all such insurance certificates shall be provided by CDOT to the authorized representatives of the Park District. All such insurance shall be placed in financially responsible companies, authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon completion of the Navy Pier Flyover Improvements, CDOT shall be responsible for insuring the Navy Pier Flyover Improvements and all property and improvements within the License Areas for the purposes set forth herein.

(iii) CDOT covenants and agrees that it shall indemnify, protect, defend and hold harmless the Park District from any and all liability, costs, damages, expenses, or claims arising under, through or by virtue of the operation, use, and maintenance of the Navy Pier Flyover Improvements, as a result of any acts or omissions of CDOT, its agents and employees, excepting the negligence of the Park District, its employees or agents.

(iv) All CDOT contracts and subcontracts, if any, for work or Services under this Agreement shall provide for indemnification of the Park District to the same extent that CDOT requires such Contractor or subcontractors to indemnify CDOT. The contracts shall require that the Contractor indemnify, save and hold harmless the City, the Park District and their respective officials, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like arising or alleged to arise out of the Work as a result of any act or omission of the Contractor or its subcontractors or subconsultants or any of their respective employees or agents.

B. Park District

(i) The Parties acknowledge and understand that the Park District is a self-insurer of the type of liabilities and coverages that would be provided under this Agreement. Upon

request, the Park District will provide satisfactory evidence of its self-insurance coverage.

(ii) After the completion of construction of the Navy Pier Flyover Improvements, Park District agrees to: (1) release, hold harmless, and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the License Areas (including, without limitation, claims under CERCLA) caused by the Park District, its officials, employees, contractors, or agents, and (2) undertake and discharge all liabilities of the City arising from any environmental condition, caused by the Park District, its officials, employees, contractors, or agents, after (a) the execution of this Agreement, and (b) the completion of construction of the Navy Pier Flyover Improvements on the License Areas.

(iii) To the extent liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the State of Illinois, the Park District agrees to indemnify, defend (at the City's option), and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

The defense, hold harmless, and indemnification obligations set forth in this Section 24 shall survive the termination or expiration of this Agreement.

No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

25. **Disclaimer.** Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the Parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

26. **Exhibits.** All of the exhibits attached hereto are incorporated herein by reference. This Agreement includes the following exhibits:

- Exhibit A: DESCRIPTION OF IMPROVEMENTS**
- Exhibit B: DEPICTION OF NAVY PIER FLYOVER AT DUSABLE PARK**
- Exhibit C: DEPICTION OF NAVY PIER FLYOVER AT JANE ADDAMS MEMORIAL PARK**
- Exhibit D: CONTRACT INSURANCE REQUIREMENTS**

(This Space Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers thereunto duly authorized, as of the date written above.

CITY OF CHICAGO,

A Illinois municipal corporation

By: _____
Commissioner
Department of Transportation

CHICAGO PARK DISTRICT,

a body politic and corporate

By: _____
General Superintendent

EXHIBIT A
DESCRIPTION OF IMPROVEMENTS

EXHIBIT B

DEPICTION OF NAVY PIER FLYOVER AT DUSABLE PARK

EXHIBIT C

DEPICTION OF NAVY PIER FLYOVER AT JANE ADDAMS MEMORIAL PARK

EXHIBIT D
CONTRACT INSURANCE REQUIREMENTS

Department of Transportation
Navy Pier Flyover

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

4) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage debris removal and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance

requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.



City of Chicago



A2015-16

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Charles A. Cathey, Jr. as member of Special Service Area No. 50, Calumet Heights/Avalon Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Charles A. Cathey, Jr. as a member of Special Service Area No. 50, the Calumet Heights/Avalon Commission, for a term effective immediately and expiring July 28, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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City of Chicago



A2015-17

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Sarah L. Ware as member of Special Service Area No. 49, South Shore/Exchange Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Sarah L. Ware as a member of Special Service Area No. 49, the South Shore / Exchange Commission, for a term effective immediately and expiring July 28, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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City of Chicago



A2015-18

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Nabil F. Zahrah as member of Special Service Area No. 27, West Lakeview Commission
Committee(s) Assignment:	Committee on Finance



FIN-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Nabil F. Zahrah as a member of Special Service Area No. 27, the West Lakeview Commission, for a term effective immediately and expiring February 15, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2015-19

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Juliana W. Stratton as member of Affirmative Action Advisory Board
Committee(s) Assignment:	Committee on Budget and Government Operations



BUDG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Juliana W. Stratton as a member of the Affirmative Action Advisory Board for a term effective immediately and expiring February 15, 2016, to succeed Wilbur C. Milhouse, III, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor



City of Chicago



O2015-1400

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Annual Appropriation Ordinance 2015 amendment within Fund No. 925 for Department of Public Health, Department of Family and Support Services, and Department of Transportation
Committee(s) Assignment:	Committee on Budget and Government Operations



BUDG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a Fund 925 Amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



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ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2015 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, in accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, the City through its Department of Public Health has been awarded additional federal grant funds in the amount of \$170,000 by the United States Department of Housing and Urban Development, Office of Community Planning and Development ("HUD") which shall be used for Housing Opportunities for People With AIDS ("HOPWA") Program; and

WHEREAS, the City through its Department of Family and Support Services received federal grant funds in 2012 for the Emergency Solutions Grant ("ESG"), and has unspent ESG funds in the amount of \$1,312,000, that HUD has authorized to be spent in 2015, as well as an award of additional federal grant funds in the amount of \$491,975 by HUD which shall be used for the Emergency Solutions Program; and

WHEREAS, the City through its Department of Transportation has been awarded federal grant funds in the amount of \$1,425,000 by the United States Department of Transportation, Federal Highway Administration which shall be used for the Federal Section 125 Program; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The sum of \$3,398,975 not previously appropriated, representing increased grant awards, is hereby appropriated from Fund 925 - Grant Funds for the year 2015. The Annual Appropriation Ordinance is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

EXHIBIT A

AMENDMENT TO THE 2015 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT (2015 TOTAL)- Includes anticipated carryover	ADD AMOUNT (2015 TOTAL) Includes anticipated carryover	STRIKE AMOUNT (2015 Total)	ADD AMOUNT (2015 Total)
ESTIMATE OF GRANT REVENUE FOR 2014							
	Awards from Agencies of the Federal Government	\$1,337,694,211	\$1,341,093,186				
925 - Grant Funds							
Dept #, Dept and Grant Name							
<u>41</u>	<u>Department of Public Health:</u> HOPWA	\$ 7,696,000	\$ 7,866,000			\$7,696,000	\$7,866,000
<u>50</u>	<u>Department of Family and Support Services:</u> Emergency Solutions	5,856,025	6,349,000		\$1,312,000	5,856,025	7,660,000
<u>84</u>	<u>Department of Transportation:</u> Federal Solutions 125		1,425,000				1,425,000



City of Chicago



O2015-1401

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Chapter 2-92 by adding new Section 405 and modifying Section 412 regarding City contract bid preference/incentive
Committee(s) Assignment:	Committee on Budget and Government Operations



BUDG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Chief Procurement Officer, I transmit herewith an ordinance amending the Municipal Code by adding a new Section 2-92-405 regarding a bid incentive.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



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LIBRARY

1967

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Article III of Chapter 2-92 of the Municipal Code of Chicago is hereby amended by adding a new section 2-92-405, by deleting the language struck through and by adding the language underscored, as follows:

2-92-405 Contracts – Bid preference for utilization of project-area subcontractors.

(a) For purposes of this section only, the following definitions shall apply:

“Construction project” means any project to be paid for by the city, but which is not funded in whole or part by any federal or state funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the city within its geographical boundaries as they exist or shall exist in the future.

“Department” means the department of procurement services.

“Project-area subcontractor” means a person who: (i) conducts meaningful day-to-day business operations at a facility located within that part of the city designated as the project area in the information for bidders issued by the department and that facility is the place of employment for the majority of that person’s regular, full-time workforce; (ii) holds all appropriate city licenses; and (iii) is subject to applicable city taxes; provided that a project-area subcontractor shall not include the prime contractor.

“Prime Contractor” means a person who is the primary contractor on a contract.

(b) (1) For any construction project advertised after the effective date of this section and where not otherwise prohibited by federal, state or local law, the chief procurement officer shall allocate to any qualified bidder the following bid preference for utilization of project-area subcontractors in the performance of the contract.

**Total dollar value of work performed
by project-area subcontractors as a
percentage of the total contract value**

Bid Preference

1 to 16%	0.5% of the contract base bid
17 to 32%	1% of the contract base bid
33 to 49%	1.5% of the contract base bid
50% or greater	2% of the contract base bid

If a project-area subcontractor subcontracts part of the work to another contractor, only the value of work performed by the project-area subcontractor’s employees shall count towards the bid preference, unless the sub-subcontractor is a project-area subcontractor.

The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

(2) The chief procurement officer may determine not to allocate a bid preference under this section, under the following conditions:

- (i) an emergency exists;
- (ii) for cooperative purchasing or cooperative construction contracts;
- or
- (iii) the chief procurement officer otherwise concludes that the allocation of a bid preference is not in the city's best interest.

(3) For all construction projects advertised after the effective date of this section, the chief procurement officer shall include the bid preference provision consistent with this section in all such advertising.

(c) The prime contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the prime contractor's records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The prime contractor and subcontractors shall maintain all relevant records for a period of at least three years after the expiration of the contract.

(d) The chief procurement officer may require, at the time of submission of a bid or at any time during the term of the contract, that the bidder or project-area subcontractor submit an affidavit and other supporting documents demonstrating that a subcontractor is a project-area subcontractor.

(e) Upon completion of the work, any prime contractor that has failed to retain the percentage of project-area subcontracts for which a bid preference was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid preference allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of project-area subcontractors throughout the duration of the contract period.

(f) The chief procurement officer is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

(g) This section shall not apply to any construction project to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

2-92-412 Contracts – Bid preference for city-based businesses.

(a) For purposes of this section only, the following definitions shall apply:

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and ~~reports such facility to the Internal Revenue Service as a~~ that facility is the place of employment for the majority of its ~~that person's~~ regular, full-time workforce; (ii) holds any all appropriate city licenses ~~license~~; and (iii) is subject to applicable city taxes.

(Omitted text is unaffected by this ordinance)

SECTION 2. This ordinance shall take effect upon its passage and approval.



City of Chicago



O2015-1402

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor) Quinn (13)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 4 and 11 regarding unauthorized sale of catalytic converters
Committee(s) Assignment:	Committee on Public Safety

PUB. SAF



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith, together with Alderman Quinn, an ordinance amending various provisions of the Municipal Code regarding the unauthorized sale of catalytic converters.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



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ORDINANCE

WHEREAS, Since 1975, all motor vehicles produced in the United States are required to have a catalytic converter as part of the exhaust system. The catalytic converter is an emissions control device containing precious metals, such as platinum, palladium or rhodium, that act as catalysts. When hot exhaust enters the converter, a chemical reaction occurs that turns toxic carbon monoxide gas and hydrocarbons into less harmful emissions; and

WHEREAS, With the price of precious metal skyrocketing, thieves have acquired an interest in stealing catalytic converters, which they then pawn or sell to junk peddlers, secondhand dealers, motor vehicle repair shops, and recycling facilities for a fraction of the converter's cost. Stolen catalytic converters typically reap the thief a profit of \$100.00 to \$150.00, while, depending on the make and model of the vehicle, it costs the vehicle owner between \$1,000.00 and \$2,000.00 to replace; and

WHEREAS, Vehicles that sit higher from the ground, such as trucks, pick-up trucks and SUVs, are particularly vulnerable to catalytic converter theft because thieves can access the converter simply by sliding underneath the vehicle without having to jack it up. With just a few cuts of a battery-powered saw, a catalytic converter can be removed from a vehicle in less than a minute; and

WHEREAS, Catalytic converter theft typically happens to vehicles that are parked for prolonged periods in large parking lots, such as shopping centers, mass transit commuter lots or company parking lots. However, vehicles parked on City streets are not immune from such theft, as the February 2015 spate of catalytic converter thefts in the Armour Square neighborhood on Chicago's South Side most recently demonstrated; and

WHEREAS, Because catalytic converters are not marked with the vehicle's VIN number, they are not readily traceable to the vehicle's owner, making them easy fodder for theft and illegal resale; and

WHEREAS, The City Council of the City of Chicago seeks to deter catalytic converter theft by making it more difficult for thieves to sell stolen catalytic converters in Chicago; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Section 4-6-150 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-6-150 Junk peddlers.

- (a) *Definitions.* As used in this section:

(Omitted text is unaffected by this ordinance)

“Junk peddler” means any person who travels, with or without a vehicle, from place to place within the city for the purpose of collecting, transporting or disposing of junk or who makes a business of purchasing junk from anyone who desires to sell it and carries it away upon purchasing it. The term “junk peddler” does not include any person issued a permit to operate a recycling facility under Article ~~XVII~~ XX of Chapter 11-4 of this Code or any agent of such person, ~~or any person issued a permit to operate a junk facility under Article XVI of Chapter 11-4 of this Code or any agent of such person.~~

(Omitted text is unaffected by this ordinance)

(f) *Prohibited acts.* It shall be unlawful for any licensee engaged in the business of junk peddler to:

(Omitted text is unaffected by this ordinance)

(8) purchase, collect, transport or dispose of any catalytic converter that is not attached to a motor vehicle, or any portion of a dismantled catalytic converter that is reasonably identifiable as such.

(Omitted text is unaffected by this ordinance)

SECTION 2. Section 4-240-150 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-240-150 Prohibited pledges or purchases.

(a) No ~~such~~ licensee under this chapter shall take or receive in pawn or pledge, for money loaned, or shall buy any property from a minor, or shall so take, receive or buy any such property, the ownership of which is in, or which is claimed by, any minor, or which may be in the possession or under the control of any minor.

(b) No ~~such~~ licensee under this chapter shall take any article in pawn or buy from any person appearing to be intoxicated or under the influence of any drug, nor from any person known to be a thief or to have been convicted of theft or burglary, and when any person is found to be the owner of stolen property which has been pawned or bought, such property shall be returned to the owner thereof without the payment of the amount advanced by the pawnbroker thereon or any costs or charges of any kind which the pawnbroker may have placed upon the same.

(c) No ~~such~~ licensee under this chapter shall take or receive in pawn or pledge, for money loaned, or shall buy or otherwise transfer or receive, any firearm, ammunition, stun gun or taser from any person.

(d) No licensee under this chapter shall purchase, take or receive from any person in pawn or pledge, for money loaned, any catalytic converter that is not attached to a motor vehicle, or any portion of a dismantled catalytic converter that is reasonably identifiable as such.

SECTION 3. Section 4-264-090 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-264-090 Prohibited purchases.

(a) No secondhand dealer shall purchase any article of secondhand property whatsoever from any minor without the written consent of a parent or legal guardian. ~~The~~ Such consent must be signed in the presence of the licensee, who must include the consent in the daily record required under Section 4-264-050.

(b) No secondhand dealer shall purchase any article of secondhand property from any person who appears intoxicated or under the influence of any drug.

(c) No secondhand dealer shall purchase any article of secondhand property from any person known to be a thief or to have been convicted of theft or burglary, and when any person is found to be the owner of stolen property which has been bought, such property shall be returned to the owner thereof without the payment of the amount paid by the secondhand dealer for the stolen property.

(d) No secondhand dealer shall purchase, take or receive from any person any catalytic converter that is not attached to a motor vehicle, or any portion of a dismantled catalytic converter that is reasonably identifiable as such.

SECTION 4. Section 4-228-210 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-228-210 Proper disposal of unrepairable or unclaimed vehicle and parts other than tires and catalytic converters.

Motor vehicle repair shops shall lawfully dispose of all unrepairable or unclaimed motor vehicles and motor vehicle parts within their custody; ~~provided~~ Provided, however, that the disposal of tires shall be governed by ~~the requirements set forth in~~ Section 4-228-200. Provided

further, that the disposal of catalytic converters shall be governed by Section 4-228-212. Proof of proper disposal, in the form of a receipt, shall be maintained by each motor vehicle repair shop on the business premises of the repair shop for ~~a minimum of at least one year, and, and, upon~~ Upon request by any authorized city official, the receipt required under this section shall be made available for inspection by such authorized city official during the licensee's regular business hours.

SECTION 5. Section 4-228-215 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-228-215 Unlawful acts and omissions.

It shall be unlawful for any motor vehicle repair shop to perform any of the following acts or omissions related to the conduct of the business of the motor vehicle shop, whether done by the owner of the facility, the operator of the business or by any mechanic, employee, partner, officer or member of the motor vehicle repair shop:

(Omitted text is unaffected by this ordinance)

(k) installing or selling any muffler cutout, by-pass, straight pipe or similar device upon a motor vehicle licensed for use on public roads, or installing or selling on any motorcycle licensed for use on public roads any exhaust system or exhaust system component that is not labeled in accordance with Section 205.169 of Title 40 of the Code of Federal Regulations, indicating that the exhaust system or exhaust system component meets federal noise emission requirements for that model of motorcycle. For purposes of this subsection (k), the term "straight pipe" ~~includes a muffler without baffles or any other noise inhibiting device.~~ means an exhaust pipe lacking a muffler;

(l) purchasing from any person any catalytic converter that is not attached to a motor vehicle, or any portion of a dismantled catalytic converter that is reasonably identifiable as such, unless the person from whom such catalytic converter or portion thereof is purchased is: (1) another properly licensed motor vehicle repair shop under Chapter 4-228 of this Code, or (2) a properly permitted Class IVA or Class IVB recycling facility under Chapter 11-4 of this Code, or (3) the original manufacturer of the catalytic converter or portion thereof.

(Omitted text is unaffected by this ordinance)

SECTION 6. Chapter 4-228 of the Municipal Code of Chicago is hereby amended by inserting a new Section 4-228-217, underscored as follows:

4-228-217 Proper disposal of catalytic converters.

Catalytic converters or parts of dismantled catalytic converters shall only be sold, disposed of or otherwise transferred: (1) to another properly licensed motor vehicle repair shop under Chapter 4-228 of this Code, or (2) to a properly permitted Class IVA or Class IVB recycling facility under Chapter 11-4 of this Code, or (3) by returning the converter or part thereof to its original manufacturer. Each catalytic converter or part thereof that is sold, disposed of or otherwise transferred pursuant to this section shall be accompanied by a copy of the record required under subsection (a) of Section 4-228-255 pertaining to such converter or part.

SECTION 7. Section 4-228-255 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-228-255 Maintenance of records – Advertising requirements.

(a) Each motor vehicle repair shop shall maintain copies of estimates, work orders, invoices, parts purchase orders, appraisals and schedules of charges prepared by that repair shop. A dated invoice shall be prepared for each catalytic converter that is removed from a vehicle. Such invoice shall include the full name, address, telephone number and driver's license number of the owner of the vehicle from which the catalytic converter was removed, and the make, model, year and vin number of such vehicle. Such copies or invoices shall be kept by the licensee for two years and, upon request by any authorized city official, shall be made available for inspection during the shop's regular business hours by the commissioner such authorized city official during the shop's business hours.

(Omitted text is unaffected by this ordinance)

SECTION 8. Section 11-4-2657 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

11-4-2657 Prohibited activities.

No recycling facility permittee shall:

(Omitted text is unaffected by this ordinance)

(g) sort through garbage for the purpose of recovering recyclable material without first obtaining a waste handling facility permit issued under Section 11-4-1520; or

(h) accept, receive, purchase or acquire any material that is delivered to the facility in any (1) city-owned or government-owned garbage container or cart; or (2) city-owned or government-owned recycling container or cart; or (3) retail store shopping cart of the type commonly provided by big-box stores and supermarkets for use by customers to transport merchandise to the checkout counter during shopping; or

(i) purchase, or otherwise acquire for consideration of any type, any catalytic converter that is not attached to a motor vehicle, or any portion of a dismantled catalytic converter that is reasonably identifiable as such, unless the person selling, disposing of or otherwise transferring such catalytic converter or portion thereof to the permittee is: (1) a properly licensed motor vehicle repair shop under Chapter 4-228 of this Code, or (2) another properly permitted Class IVA or Class IVB recycling facility under Chapter 11-4 of this Code, and in addition (3) is a regular customer of the permittee with an established customer account within the meaning of Section 11-4-2625(a) containing proof of the required licensure and meeting the criteria for an established customer account as set forth in the department's rules and regulations governing such accounts.

SECTION 9. This ordinance shall take full force and effect upon its passage and publication.



City of Chicago



O2015-1403

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 4, 10 and 17 regarding special event food and itinerant merchant licenses
Committee(s) Assignment:	Committee on License and Consumer Protection



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith an ordinance amending various provisions of the Municipal Code regarding the special event food and itinerant merchant licenses.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



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1911

1911

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Section 4-5-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-5-010 Establishment of license fees.

This chapter shall establish fees for various licenses created by this title unless otherwise provided. The following fees shall apply for the specified licenses. The chapter in which each fee requirement is created is also provided. Unless otherwise stated, fees shall be assessed every two years. For every license application which includes fingerprinting of the applicant as part of the application process, a fingerprint fee sufficient to cover the cost of processing fingerprints will be assessed in addition to the below fees. The fingerprint fee will be assessed regardless of whether the license applied for is issued or denied. The amount of the fee will be set forth by regulation promulgated by the commissioner of business affairs and consumer protection.

(Omitted text is not affected by this ordinance)

(15) Food – Retail Food Establishment (4-8)

0 – 4,500 square feet	\$660.00
4,500 – 10,000 square feet	\$880.00
10,000 plus square feet	\$1,100.00

~~Special Retail Food Establishment (4-8)~~

Food – Seasonal Lakefront Food Establishment \$125.00/season

Food – Special Event Food Licenses ~~\$125.00/event~~

5-day single special event food license \$75.00

10-day single special event food license \$125.00

30-day multiple special events food license \$250.00

1-year multiple special events food license \$500.00

Food – Wholesale Food Establishment (4-8) \$660.00

Food – Shared Kitchen \$660.00

Food – Shared Kitchen-Supplemental	\$330.00
Food – Shared Kitchen Long-Term User	\$330.00
Food – Shared Kitchen Short-Term User	\$75.00
Food – Mobile Food Vendor – Produce Merchant (4-8)	\$275.00
Food – Mobile Food Vendor – Mobile Desserts Vendor	\$275.00
Food – Mobile Food Vendor – Mobile Food Dispenser	\$700.00
Food – Mobile Food Vendor – Mobile Food Preparer	\$1.000.00

(Omitted text is not affected by this ordinance)

(20) Itinerant merchant (4-212)

Per participating merchant, ~~for two weeks of show or exhibition or fraction thereof,~~
payable at the time of application:

<u>For a 14-day license</u>	<u>\$25.00</u>
<u>For a 30-day license</u>	<u>\$50.00</u>
<u>For a 90-day license</u>	<u>\$150.00</u>

(Omitted text is not affected by this ordinance)

SECTION 2. Chapter 4-8 of the Municipal Code of Chicago is hereby amended by renumbering current section 4-8-040 as section 8-4-041, by adding a new section 4-8-040, by deleting the language struck through and by inserting the language underscored, as follows:

~~4-8-040~~ 4-8-041 License fees.

The license fees shall be as set forth in Section 4-5-010 of this Code and shall be paid before any license may be issued. All licenses shall expire on the date indicated on the face of the license.

(a) Retail food establishment license. The fee for a retail food establishment license shall be as set forth in Section 4-5-010. A charitable, religious or educational institution not carried on for private gain or profit, which only operates an eating facility or an automatic- food

vending machine in connection with the immediate carrying out of its charitable, religious or educational activities, shall be exempt from the retail food establishment license fee.

At the time of payment of the retail food license renewal fee, a place for eating shall also pay the inspection fees set forth in Section 4-8-042.

~~The mayor shall have the authority to issue a special retail food establishment license for any event for a period not to exceed 11 days. The mayor shall notify the alderman of the ward in which the event is to be located at least five days before issuing the license.~~

(b) Wholesale food establishment license. The fee shall be as set forth in Section 4-5-010.

(c) Mobile food vendor license. A separate mobile food vendor license is required for each mobile food vehicle, cart or produce stand used by the mobile food dispenser or a produce merchant in the conduct of his business. The fee for such license shall be as set forth in Section 4-5-010.

(d) Shared kitchen and shared kitchen user licenses. The fees shall be as set forth in Section 4-5-010.

(e) Special event food licenses. The fees shall be as set forth in Section 4-5-010.

4-8-040 Special event food licenses.

(a) Definitions. For purposes of this section, the following definitions shall apply:

"Commissioner" means the city's commissioner of business affairs and consumer protection.

"Department" means the city's department of health.

"Food safety requirements" means all practices involving sanitation, food storage, food preparation, use of potentially hazardous foods, food service, food handling, storage of garbage and rubbish, cleaning operations, and any other subject matter determined by the department or board of health to be relevant to food safety.

"Multiple special events" means two or more special events that occur within a 30-day or one-year period, depending on which period is applicable.

"Potentially hazardous food" shall have the meaning ascribed to the term in Section 4-8-038.

"Serve food" or "serve" means to prepare, taste, handle, package, prepare for storage, or dispense food for human consumption.

"Single special event" means a special event that lasts for a period not longer than ten days.

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"Special event" has the meaning ascribed to the term in Section 10-8-335. The term "special event" also includes any event that lasts for a period not longer than ten days.

"Summer festival food vendor certificate" means a summer festival food sanitation certificate that the department issues in collaboration with third parties.

(b) License required. No person shall serve food at a special event without a special event food license.

(c) Classification of special event food licenses. The commissioner is authorized to issue the following two classes of special events food license: (i) A single special event food license shall be issued for serving food, subject to this section and, if applicable, Section 10-8-335, at a single special event; (ii) A multiple special events food license shall be issued for a thirty-day or one-year period. Subject to this section and, if applicable, Section 10-8-335, a multiple special events food licensee may serve food at multiple special events that occur within the duration of the license.

(d) License application. In addition to the requirements of Section 4-8-030, an applicant for a special event food license shall submit:

(1) a menu of the food items that the applicant intends to serve at the special event; and

(2) the classification of the special event food license that the applicant is applying for, and, in case of application for a single special event food license, the dates and place of the event and a written statement, signed by the event organizer or sponsor of the event, stating that the applicant is authorized to serve food at the event.

It is a condition of the license that all information in the license application shall be kept current. Any change in required information shall be reported in writing to the commissioner within 14 business days of such change.

(e) License issuance prohibited when. In addition to the prohibitions set forth in Section 4-8-025, no special event food license shall be issued under this section, if the department does not approve as safe the contents of the applicant's menu submitted as part of the license application as required under subsection (d)(1) of this section.

(f) Duties. A special event food licensee shall have the following duties:

(1) Conformity to approved menu required – Notification and approval of changes to approved menu required. A special event food licensee shall conform to the menu approved by the department. Prior to adding any new item of food to such menu, or any new and potentially hazardous ingredient to any approved item of food on such menu, a special event food licensee shall first obtain written permission to do so from the department;

(2) Conformity to food safety requirements and approved operational practices required. A special event food licensee shall (i) comply with all food safety

requirements set forth in the Municipal Code of Chicago and any rules and regulations promulgated thereunder; and (ii) conform to any operational practice required or approved by the department in connection with the issuance of a license under this section;

(3) *Potentially hazardous food – Summer festival food vendor certificate required.* At all times when a special event food licensee serves potentially hazardous food, such licensee shall have on site a person who holds a current summer festival food vendor certificate. Upon request by any authorized city official, the special event food licensee shall make such certificate immediately available for inspection by such authorized city official; and

(4) *License – Required on site.* A special event food licensee shall have his city-issued license or a copy thereof on site at all times when the licensee is serving food at a special event. Upon request by any authorized city official, the licensee shall make such license or a copy thereof immediately available for inspection by such authorized city official.

(5) *Recordkeeping– Required.* A special event food licensee shall keep and maintain on file the following records: (i) a list identifying the date(s) and time(s) such licensee served food at the event; (ii) a copy of the written statement, signed by the organizer or sponsor of the event, stating that the licensee is authorized to serve food at the event, and identifying the start date and the end date to which such authorization applies; (iii) the copy of the menu approved by the department for use by the licensee; and (iv) the name of the person holding a valid sanitation certificate, who was present each time potentially hazardous food was served by the licensee. The records required under this subsection shall be maintained by the licensee for a period of at least two years after the date of entry of such record. Upon request by any authorized city official, the licensee shall make such records immediately available for inspection by such authorized city official.

(g) *Special event food licenses – Aldermanic notification.* When issuing a single special event food license that is not subject to Section 10-8-335, the commissioner shall notify the alderman of the ward in which the event is to be located at least five days before issuing the license.

(h) *Violation– Penalty.* In addition to any other penalty provided by law, any person who violates this section shall be subject to the fine set forth in Section 4-8-068.

(i) *License suspension or revocation.* Any violation of this section may result in license suspension or revocation in accordance with Section 4-4-280 of this Code.

SECTION 3. Section 10-8-520 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

10-8-520 Street vendors.

Except as otherwise provided in this Code, no ~~No person, other than a licensed peddler,~~
~~as permitted by the provisions of Chapter 4-244 of this Code,~~ shall sell, offer or expose for sale,

or solicit any person to purchase any article or service whatsoever, ~~except newspapers,~~ on any public way.

~~No person shall sell, offer or expose for sale, or solicit any person to purchase any newspaper from any vehicular traffic lane on any public way in the city.~~

SECTION 4. Section 17-3-0304-A of the Chicago Zoning Ordinance is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

17-3-0304-A B1, B2, B3, and C1 Districts. Except as otherwise provided in this Code, All all allowed business, service and commercial activities in the B1, B2, B3, and C1 districts must be conducted within *completely enclosed buildings* ~~unless otherwise expressly stated.~~ In addition to other exceptions provided in this code, this This requirement does not apply to off-street parking or loading areas, *automated teller machines*, outdoor seating areas or drive-through facilities that are allowed in such districts as a special use, produce merchants as defined in Section 4-8-010 of this Code, and mobile food vehicles operating on private property as provided in section 7-38-115(k).

SECTION 5. This ordinance shall take effect upon passage and approval.



City of Chicago



O2015-1531

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Title 2 by adding new Chapter 40 entitled "Citywide Language Access to Ensure the Effective Delivery of City Services"
Committee(s) Assignment:	Committee on Human Relations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Family and Support Services, I transmit herewith an ordinance establishing departmental language access policies.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Rahm Emanuel". The signature is written in a cursive, flowing style.

Mayor

ORDINANCE

WHEREAS, The City of Chicago consistently seeks to improve service delivery and efficiency of government services by standardizing language access efforts across the City's public-facing departments; and

WHEREAS, it is essential that all residents, regardless of their proficiency in English, have meaningful access to City programs, services, and activities; and

WHEREAS, over 400,000 City residents do not speak English as their primary language and have a limited ability to read, speak, write or understand English and are therefore considered to have limited-English proficiency; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits agencies that receive federal funds for programs or activities from discriminating against persons on the basis of race, color or national origin; and

WHEREAS, the City seeks to enhance access to City services for residents with limited-English proficiency in order to promote the general health, safety, and economic prosperity of Chicago; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 2-40 as follows:

CHAPTER 2-40 CITYWIDE LANGUAGE ACCESS TO ENSURE THE EFFECTIVE DELIVERY OF CITY SERVICES

2-40-010 Definitions.

For purposes of this Chapter, the following terms shall have the following definitions:

"Direct public services" shall mean services administered by a City department directly to program beneficiaries and/or participants.

"Essential public documents" shall mean those documents most commonly distributed to the public that contain or elicit important and necessary information regarding the provision of basic City services.

"LEP" shall mean limited-English proficiency.

2-40-020 Language Access Plans.

(a) All City departments that provide direct public services shall ensure meaningful access to such services by taking reasonable steps to develop and implement department-specific language access plans regarding LEP persons. Those departments that provide services to the

public that are not programmatic in nature, such as emergency services, shall implement this Chapter to the degree practicable.

(b) Each pertinent City department shall have flexibility to determine appropriate language assistance for its service population. In implementing a program of language assistance, the department shall:

1. designate a Language Access Coordinator within 45 days of the effective date of this Chapter to oversee the creation and execution of a department-specific internal language access policy and implementation plan;
2. develop such language access policy and implementation plan within 180 days of the effective date of this Chapter. Such plan shall be developed by undertaking the four-factor analysis outlined below, which is based on guidance issued by the U.S. Department of Justice effective June 12, 2002 (67 FR 41455). The four factors are:
 - i. The number or proportion of LEP persons served or encountered in the eligible service population;
 - ii. The frequency with which LEP persons come into contact with the department;
 - iii. The nature and importance of the program, activity or service to the LEP person (including consequences of lack of language services or inadequate interpretation/translation); and
 - iv. The resources available to the department and the costs of providing various types of language services;
3. provide services in any non-English language spoken by a limited or non-English proficient population that constitutes 5% or 10,000 individuals, whichever is less, in Chicago, as those languages are determined based on a variety of relevant sources, including United States Census data;
4. ensure that the language access policy and implementation plan includes the following elements for LEP individuals:
 - i. identification and translation of essential public documents provided to or completed by program beneficiaries and/or participants.
 - ii. interpretation services, including the use of telephonic interpretation services;
 - iii. training of frontline workers and managers on language access policies and procedures;

- iv. posting of signage in conspicuous locations about the availability of free interpretation services;
- v. establishment of an appropriate monitoring and measurement system regarding the provision of department language services;
- vi. creation of appropriate public awareness strategies for the department's service populations.

2-40-030 Use of plain language.

Department language access policies shall reflect principles of plain language communications. For example, signs and flyers shall be easy to understand, and not include arcane or technical language, unnecessary polysyllabic words, legal jargon or other text requiring an advanced reading level.

2-40-040 Compliance plan.

Beginning one year after developing a language access policy and implementation plan and continuing each year thereafter, each participating department's Language Access Coordinator shall prepare and submit to the Mayor's Office of New Americans a compliance plan, detailing progress in the year concluded and plans for the year ahead.

2-40-050 No private right of action.

Nothing in this Chapter shall be construed to create a private right of action.

SECTION 2. The Mayor will appoint a working group tasked with developing an implementation plan for a City-issued photo identification card that can be used for connecting Chicago residents to services, programs, and benefits, regardless of immigration status, homeless status, or gender identity. The working group will report to the Mayor and City Council within 120 days of the effective date of this ordinance.

SECTION 3. This ordinance shall take effect upon its passage and approval.



City of Chicago



O2015-1532

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor) Reilly (42)
Type:	Ordinance
Title:	Amendment of Municipal Code Chapters 4-4 and 4-60 regarding summary closure of establishments deemed public safety threat
Committee(s) Assignment:	Committee on License and Consumer Protection

LIC



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith, together with Alderman Reilly, an ordinance amending Title 4 of the Municipal Code regarding summary closure.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Title 4 of the Municipal Code of Chicago is hereby amended by inserting a new section 4-4-285, as follows:

4-4-285 Public safety threat – Summary closure – When authorized.

(a) *Definitions.* As used in this section:

“Acceptable nuisance abatement plan” or “nuisance abatement plan” means any conduct, action, step or acceptance of conditions that is reasonably calculated to prevent the reoccurrence of a public safety threat under this section, as agreed to by the licensee/owner and approved by the mayor in consultation with the superintendent.

“Establishment” means any premises or place of business licensed or required to be licensed by law. The term “establishment” includes adjacent property. As used in this definition, “adjacent property” means (1) any public way located next to an establishment, if such public way is used by the licensee/owner, patrons or employees of the establishment; or (2) any private property that is located next to an establishment, if such private property is owned, leased, rented or used by the licensee/owner; or (3) any private property separated from an establishment by a public way and located next to such public way, if such private property is owned, leased, rented or used by the licensee/owner.

“Establishment’s operating hours” means any time while the establishment is open for business or within one hour or less of the time the establishment is opened or closed for business.

“Licensee/owner” means the licensee of an establishment licensed under this Code. If an establishment is not licensed under this Code, “licensee/owner” means the owner of record of the building or premises in or on which the establishment is operating.

“Mayor” means the mayor of the City of Chicago or the mayor’s designee. Provided, however, that if the mayor designates a local liquor control commissioner, the term “mayor” shall also include said local liquor control commissioner with respect to the exercise of license-related powers, duties and responsibilities vested in the local liquor control commissioner pursuant to the Local Liquor Control Act of 1934 and this Code.

“Public safety threat” means the occurrence of all of the following: (1) a violent offense occurs at an establishment during the establishment’s operating hours, and (2) the violent offense involves acts committed by the licensee/owner, or by any agent, employee or patron of the licensee/owner, under circumstances having a nexus to the operation of the establishment, and (3) the superintendent reasonably determines, based on data or information in the

superintendent's possession, that continued operation of the establishment presents a danger to the public.

"Summary closure" or "summarily closed" means the immediate cessation of all business activities at an establishment and closure of the establishment.

"Superintendent" means the superintendent of police or the superintendent's designee.

"Violent offense" means the illegal discharge of a firearm; aggravated assault or aggravated battery; criminal sexual assault; or any other conduct that causes a person to suffer unconsciousness, severe bruising, severe bleeding, disability or disfigurement.

(b) *Unlawful act – Public nuisance.* It shall be unlawful for any person to operate any establishment in a manner that presents a public safety threat. For purposes of this section, a public safety threat is hereby declared to be a public nuisance subject to abatement under this section.

(c) *Summary closure order – Lifting of summary closure order – When authorized.* If the superintendent determines that an establishment presents a public safety threat, the superintendent may abate such threat by ordering the summary closure of such establishment. If the establishment is properly licensed by the City under this Code, such establishment shall remain closed pending the outcome of a license disciplinary hearing. If the establishment is not licensed under this Code, such establishment shall remain closed for an aggregate period of six months, as measured from the date the public safety threat occurred. Provided, however, that any summary closure order issued by the superintendent under this subsection shall be lifted by the mayor during the interim period pending the outcome of a license disciplinary hearing or expiration of the aggregate six month period, as applicable, and the establishment shall be allowed to reopen during such interim period, if (1) it is determined at a probable cause hearing or nuisance abatement hearing that a public safety threat under this section did not occur, or (2) it is determined at a nuisance abatement hearing that the establishment no longer presents a danger to the public. Provided further, that no summary closure order shall be lifted by the mayor if the establishment is not properly licensed as required by law.

(d) *Notice of summary closure – Required.* Upon ordering the summary closure of an establishment under this section, the superintendent shall cause a dated notice to be posted in a prominent place on the establishment informing the licensee/owner of the following facts: (1) the superintendent has issued an order requiring the immediate cessation of all business activities at, and closure of, the establishment; (2) the reason(s) for the summary closure; (3) the licensee/owner's right to request in writing, within three business days after notice is posted, a probable cause hearing before the mayor to determine whether a public safety threat under this section occurred; (4) if requested in writing, a probable cause hearing shall be commenced within three business days of receipt of such request; (5) the licensee/owner's right, at any time during

the period of closure, to seek to resume business activities at the establishment, by requesting, in writing, a nuisance abatement hearing before the mayor to contest whether a public safety threat under this section occurred or to rebut the superintendent's determination under subsection (b)(3) that the establishment presents a danger to the public; (6) if requested in writing, a nuisance abatement hearing shall be commenced by the mayor within five business days of receipt of such request; (7) the name of the person and the address to which a written request for each hearing should be directed; (8) the consequences of not requesting a hearing; and (9) the owner's potential liability for three times the cost or expense incurred by the city in abating a public safety threat under this section.

If a person apparently in control of the establishment is present at the time the notice is posted at the establishment, a copy of such notice shall be personally served on such person at that time. In addition, a copy of such notice shall be mailed, by first class mail, to the licensee/owner. If the establishment identified in the notice is licensed under this Code, such copy shall be mailed to the licensee or, if applicable, to the registered agent or other officer of the licensee, at the licensee's business address. If the establishment identified in the notice is not licensed under this Code, such copy shall be mailed to the owner of record as listed with the recorder of deeds, and to the taxpayer of record, of the building or premises in or on which the establishment is operating. At the time the establishment is summarily closed, the superintendent shall also post a sign at the establishment notifying the public of the penalty which shall attach, as set forth in subsections (m) and (n), if the summary closure order is violated or if any posted notice or means used to effect the closure is removed without authorization.

(e) *Probable cause hearing.* Within three business days after notice is posted under subsection (d), the licensee/owner of the establishment may request a probable cause hearing before the mayor to determine whether a public safety threat under this section occurred at such establishment. Such request shall be in writing. Within three business days of receipt of a written request for a probable cause hearing under this section, the mayor shall commence such hearing to determine whether a public safety threat under this section has occurred. The decision and order of the mayor shall be announced no later than two business days after the probable cause hearing is completed. If, after a probable cause hearing, the mayor determines, by a preponderance of the evidence, that a public safety threat under this section did occur, the mayor shall enter an order authorizing continued closure of the establishment during the interim period pending the outcome of a license disciplinary hearing under this Code or expiration of the aggregate six month period, as applicable. If, after the probable cause hearing, the mayor determines, by a preponderance of the evidence, that a public safety threat under this section did not occur, the mayor shall enter an order lifting the summary closure order issued under this section and business operations at the establishment shall be allowed to resume during the interim period pending the outcome of a license disciplinary hearing under this Code or expiration of the aggregate six month period, as applicable. If, after notice is given to the licensee/owner in accordance with subsection (d), the licensee/owner fails to request a probable cause hearing in a timely manner, or requests a probable cause hearing but fails to appear at the

hearing, the mayor shall enter a default order in favor of the city authorizing continued closure of the establishment during the interim period pending the outcome of a license disciplinary hearing under this Code or expiration of the aggregate six month period, as applicable. Upon entry of any order under this subsection, the mayor shall so notify the superintendent, who shall take appropriate steps to effect the mayor's order without delay.

(f) *Nuisance abatement hearing.* At any time during the interim period pending the outcome of a license disciplinary hearing under this Code or expiration of the aggregate six month period, as applicable, the licensee/owner may seek to have the summary closure order issued under subsection (c) lifted by the mayor, by (1) requesting, in writing, a nuisance abatement hearing under this subsection, and (2) showing, at such hearing, that there is reasonable cause to believe that the establishment no longer presents a danger to the public, as may be evidenced by the submission and implementation of an acceptable nuisance abatement plan. At such hearing, the licensee/owner may also contest whether a public safety threat under this section occurred at the establishment unless it was previously determined at a probable cause hearing that such public safety threat did occur.

Within five business days of receipt of a written request for a nuisance abatement hearing, the mayor shall commence such hearing. If, after the nuisance abatement hearing, the mayor determines, by a preponderance of the evidence, that a public safety threat under this section did occur and that continued operation of the establishment presents a continuing danger to the public, the mayor shall enter an order authorizing continued closure of the establishment during the interim period pending the outcome of a license disciplinary hearing under this Code or expiration of the aggregate six month period, as applicable. If, after the nuisance abatement hearing, the mayor determines, by a preponderance of the evidence, that a public safety threat under this section did not occur or that continued operation of the establishment no longer presents a continuing danger to the public, as may be evidenced by the submission and implementation of an acceptable nuisance abatement plan, the mayor shall enter an order lifting the summary closure order, in which case the establishment shall be allowed to reopen pending the outcome of a license disciplinary hearing or expiration of the aggregate six-month period, as applicable.

If, at any time after an acceptable nuisance abatement plan is implemented at the establishment governed by such plan, another violent offense occurs at the establishment, such fact shall be prima facie evidence that a public safety threat under this section has occurred; that the existing nuisance abatement plan is insufficient to abate the nuisance under this section; and that the establishment presents a danger to the public. Under such circumstances, the superintendent may order the summary closure of such establishment in accordance with the notice and hearing requirements of this section. In such case, the establishment shall remain closed unless it is determined at a probable cause or nuisance abatement hearing that another violent offense did not occur at the establishment or it is determined at a nuisance abatement hearing that the establishment does not present a danger to the public, as may be evidenced by

the submission of a modified nuisance abatement plan, approved by the mayor and implemented by the owner/license, containing new or additional reasonable and warranted measures capable of abating a nuisance under this section.

(g) *Evidentiary standard.* At any hearing conducted under this section, any evidence on which a reasonably prudent person would rely may be considered without regard to the formal or technical rules of evidence, and the mayor may rely upon written official reports, affidavits and other business records submitted by police officers or other authorized city officials or city employees to determine whether a public safety threat under this section occurred. Provided, however, that only evidence reasonably necessary to demonstrate the existence or absence of elements which must be considered when determining whether a public safety threat occurred under this section shall be heard.

(h) *Cost recovery authorized.* An amount equal to three times the cost or expense incurred by the city in abating a public safety threat under this section may be recovered by the city in an appropriate action instituted by the corporation counsel.

(i) *Right of review.* Any order of the mayor issued under this section may be appealed to a court of competent jurisdiction or as otherwise provided by law.

(j) *Stay pending review.* No summary closure order issued by the superintendent under subsection (c), or order of closure issued by the mayor under subsections (e) or (f), shall be considered to be a suspension or revocation of a liquor license subject to review by the License Appeal Commission under the Liquor Control Act of 1934. Nor shall any such order be subject to the automatic stay provision set forth in Section 7-9 of the Liquor Control Act of 1934.

(k) *Construction of section.* Nothing in this section shall be construed to: (1) prohibit the mayor from taking disciplinary action under section 4-4-280 or other applicable section of this Code authorizing discipline against a licensee for any violation of this section; or (2) effect the status of any ongoing city prosecution or other action related to the establishment on which a public safety threat under this section is occurring, including, but not limited to, any license suspension or revocation hearing authorized under this Code; or (3) prevent the superintendent from summarily closing any establishment for purposes of conducting an investigation of a crime scene or for any other reason authorized by law; or (4) prevent the arrest and prosecution of any person, pursuant to section 4-4-010 or other applicable section of this Code, for operating a business or occupation without a license; or (5) prevent the arrest and prosecution of any person, pursuant to section 4-4-015 or other applicable section of this Code, for operating a business or occupation in violation of any closure order; or (6) constitute an act of possession, ownership or control by the city over the closed premises; or (7) deny common law right to anyone to abate a nuisance.

(l) *Manner of enforcement.* The summary closure authorized by this section shall not

be executed in a manner that prevents legally required ingress to or egress from the residential occupancy portion of a building. Access to the closed establishment by the licensee/owner and other persons able to prove an interest in the establishment may be permitted for the purposes of maintaining the establishment in safe and code-compliant condition, correcting code violations, removing items from the closed establishment and any other purpose authorized in accordance with rules and regulations promulgated by the superintendent. Entry to the closed establishment by government inspectors and investigators acting within the scope of their employment shall be permitted. No means used to close an establishment pursuant to this section shall be removed by the superintendent unless the mayor or a court of competent jurisdiction orders the removal of such means. For purposes of this section, any period of time during which the means used to close an establishment are temporarily removed pursuant to court order shall not be included in the calculation of the required closure period.

(m) *Prohibition on conducting business.* It shall be unlawful for any person to conduct any business activity at, or to knowingly frequent, any establishment that has been summarily closed pursuant to this section. In addition to any other penalty provided by law, any person who violates this subsection shall be fined not less than \$1,000.00 nor more than \$10,000.00 for each offense, or incarcerated for a term of not less than 3 days nor more than 6 months, or both. Each day that a violation continues shall constitute a separate and distinct offense.

(n) *Prohibition on tampering with mechanism of closure.* Except as authorized pursuant to subsection (l), it shall be unlawful for any person to damage, tamper with, destroy, remove or cause to be damaged, tampered with, destroyed or removed any means used to summarily close an establishment under this section or any sign affixed at such establishment pursuant to subsection (d). In addition to any other penalty provided by law, any person who violates this subsection shall be fined not less than \$1,000.00 nor more than \$10,000.00 for each offense, or incarcerated for a term of not less than 3 days nor more than 6 months, or both. Each day that a violation continues shall constitute a separate and distinct offense.

(o) *Failure to comply with approved nuisance abatement plan.* It shall be unlawful for any person to fail to come into compliance, or to fail to remain in substantial compliance, with any nuisance abatement plan approved or subsequently modified under subsection (f). In addition to any other penalty provided by law, any person who violates this subsection shall be fined not less than \$1,000.00 nor more than \$10,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 2. Section 4-60-070 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-60-070 Issuance authority – Special licenses.

(a) A city retailer's license for the sale of alcoholic liquor shall be issued by the local liquor control commissioner. Such license shall be subject to the provisions of an act entitled "An Act relating to alcoholic liquor", approved January 31, the Liquor Control Act of 1934, as amended, and subject to the provisions of this chapter and Chapter 4-4 relating to licenses in general not inconsistent with the law relating to alcoholic liquor Liquor Control Act of 1934 except as otherwise provided herein or in section 4-60-181 or, if applicable, in section 4-4-385 of this Code. Nothing in this subsection (a) shall be construed to prohibit the local liquor control commissioner from enforcing any ordinance or imposing any penalty authorized by law that is as strict or stricter than any requirement or penalty set forth in the Liquor Control Act of 1934. The local liquor control commissioner shall also have the authority to issue a special event liquor license. A special event liquor license may be issued by the local liquor control commissioner for a period of time not to exceed 11 days; provided, however, that if a special event liquor license is issued in conjunction with a Class A indoor special event license issued under Chapter 4-156, the local liquor control commissioner may issue such special event liquor license for a period of time not to exceed 30 days. Such license may be issued only after the mayor has designated an event as a special event. Notwithstanding any provision of this chapter, the fee for a special event liquor license shall be as set forth in Section 4-5-010. The alderman of the ward in which the event is located shall be notified five days prior to issuance of the special event license.

(Omitted text is unaffected by this ordinance)

SECTION 3. Section 4-60-181 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-60-181 Revocation order not stayed by appeal.

An order of the liquor control commissioner revoking a city license under this chapter shall take immediate effect if the liquor control commissioner finds that any of the following circumstances are present: (a) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of firearms; or (b) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of narcotics or other controlled substances as defined in the Illinois Criminal Code; or (c) the revocation is for violation of any federal or state law or city ordinance relating to prostitution; or (d) the revocation is for sale of alcoholic liquor to a minor, and the licensee was disciplined for three or more similar sales, occurring in separate incidents, within the prior three years; or (e) the revocation is for violations of this Code or the rules and regulations of the City of Chicago Board of Health related to health and sanitation in a food establishment; or (f) the revocation is ordered pursuant to Section 4-60-195 or Section 4-4-285 because the premises caused a public nuisance; or (g) if the revocation is of a late-hour privilege, the revocation is for the failure to implement or maintain an adequate exterior safety plan, or for any violation of any law or ordinance that the

liquor control commissioner determines warrants immediate revocation of that privilege; or (h) the revocation is for a violation of subsection (k) of Section 4-60-140. For purposes of subsection (d) of this section, "discipline" means revocation, suspension, a voluntary closing in lieu of suspension, or imposition of a fine. In the event that a revocation order contains a finding described in subsection (a), (b), (c), (d), (e), (f), (g), or (h) of this section, the effect of the revocation shall not be stayed pending an appeal by the licensee to the License Appeal Commission under the Liquor Control Act.

SECTION 4. This ordinance shall take full force and effect 30 days after its passage and publication.



City of Chicago



O2015-2008

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acquisition of property for construction and repairs to Western Avenue viaduct
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing an acquisition of property regarding the Western Avenue viaduct.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

ORDINANCE

WHEREAS, the City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of government under Section 6(a), Article VII, of the Constitution; and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the acquisition of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, pursuant to Chapter 2-102-030 of the Municipal Code of the City, the Commissioner ("Commissioner") of the Department of Transportation of the City ("CDOT"), has the power and duty to control the acquisition of rights-of-way for and the improvement, construction, maintenance, and repair of the public ways, and to supervise and control such projects; and

WHEREAS, the City has determined that it is useful, desirable and necessary that the City acquire for public ownership and control (either by the City, or by another governmental entity), with the meaning and authority of 735 ILCS 30/5-5-5(b), those parcels, or portions thereof, of real property described on Exhibit A to this ordinance (the "Parcels") for the public purpose of the acquisition of rights-of-way for and the improvement, construction, maintenance, and repair of the public ways, specifically removing the deteriorating Western Avenue Viaduct over Belmont Avenue and Clybourn Avenue, repairs to the North Branch of the Chicago River, and roadway and traffic improvements to the corridor of North Western Avenue from Jones Street to Waveland Avenue (the "Project"); and

WHEREAS, the City has determined that the acquisition of the Parcels, free and clear of leases, agreements, easement and encumbrances for the Project is useful, advantageous or desirable for municipal purposes and public welfare, with the meaning and authority of 65 ILCS 5/11-61-1 and 65 ILCS 20-21-19, and that such acquisition may include the acquisition of land and improvements as authorized under 735 ILCS 30/1 *et. seq.*, 735 ILCS 30/5-5-5, and 735 ILCS 30/25-7-103.12; and

WHEREAS, by ordinance adopted by the City Council on May 9, 2007, and published at pages 104322 to 104433 of the Journal of Proceedings (the "Addison South T.I.F. Ordinance") a certain redevelopment plan (the "Addison South Plan") for the Addison South Redevelopment Project Area (the "Addison South Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*); and

WHEREAS, by ordinance adopted by the City Council on January 12, 2000, and published at pages 22277 to 22393 of the Journal of Proceedings (the "Western Avenue South T.I.F. Ordinance") a certain redevelopment plan (the "Western Avenue South Plan") for the Western Avenue South Redevelopment Project Area (the "Western Avenue South Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*); and

WHEREAS, both the Addison South Plan and the Western Avenue South Plan (collectively, the "Plans") and the use of tax increment financing provide a mechanism to support new growth, needed public improvements, and financing for land acquisition, demolition, and remediation; and

WHEREAS, one of the goals and objectives of the Plans is to make right-of-way improvements, including the synchronization of traffic signalization at all intersections in order, to improve the flow of traffic within the Area; and

WHEREAS, both the Addison South T.I.F. Ordinance and the Western Avenue South T.I.F. Ordinance (collectively, the "T.I.F. Ordinances") authorize the use of eminent domain to acquire properties within the Area to meet the requirements of the Plan; and

WHEREAS, in furtherance of the Project and the Plans, the City requires the acquisition of the Parcels and the grant of temporary construction easements (the "Temporary Easements"), all identified on Exhibit A which are located either within the Addison South Area or the Western Avenue South Area (collectively, the "Areas"); and

WHEREAS, the General Assembly in 735 ILCS 30/25-7-103.12 (the "Quick-Take Statute"), has authorized the use of quick-take eminent domain proceedings by municipalities for the purposes set forth in Division 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas by removing commercial blight for redevelopment purposes, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, the City under its home rule power finds that it useful and necessary to use quick-take to acquire the Parcels for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3); and

WHEREAS, pursuant to Resolution No. 15-CDC-9 adopted on March 10, 2015, the Commission authorized the Department of Transportation to acquire the Parcels in furtherance of the Plans in the Areas without further Commission action; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby incorporated herein by reference as if fully set forth in this Ordinance and are adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Parcels, or any portion thereof, and granting of the Temporary Easements to the City, for the public purpose of designing, constructing and operating the Project, which shall be under public ownership and control.

SECTION 3. The Commissioner of Transportation is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, and to determine whether the acquisition of the Parcels, or a greater or lesser portion thereof, or an interest less than fee simple title, and the granting of the Temporary Easements to the City, are necessary to implement the Project, and whether title shall be taken in the name of the County of Cook, and/or the People of the State of Illinois in accordance with the Illinois Highway Code, all subject to the approval of the Corporation Counsel.

SECTION 4. The Corporation Counsel is authorized to negotiate with the owner(s) of the Parcels for the purchase of the Parcels, and the granting of the Temporary Easements to the City.

SECTION 5. If the Corporation Counsel is able to agree with the owner(s) of the Parcels upon the price to be paid for such Parcels, or a portion thereof, and the granting of the Temporary Easements to the City, the Corporation Counsel is authorized to purchase the Parcels, or a portion thereof, and the granting of the Temporary Easements to the City, in the name of and on behalf of the City of Chicago for the agreed, price with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any grants or other funds received by the City. If the Corporation Counsel is unable to agree with the owner(s) of the Parcels on the purchase price, or if an owner is incapable of consenting to the sale, or if an owner cannot be located, or cannot deliver fee simple title, then the Corporation Counsel may institute and prosecute condemnation proceedings, including "quick-take" condemnation proceedings in the name of and on behalf of the City for the purpose of acquiring fee simple title or other property interest(s) in the Parcels, or a portion thereof, under the City's power of eminent domain.

SECTION 6. The Commissioner, or a designee of the Commissioner, is authorized to (1) execute such documentation as may be necessary to implement the provisions of this Ordinance, and (2) determine whether the acquisition of the Parcels, or a portion thereof, or less than fee simple title, and the granting of the Temporary Easements to the City are necessary to implement the Project, all subject to the approval of the Corporation Counsel.

SECTION 7. If any provision of this ordinance is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0002
Station	: Sta. 300+49.93 To Sta. 302+08.70
Index No.	: 14-19-328-035

LEGAL DESCRIPTION:
PARCEL 0002

THAT PART OF A PARCEL OF LAND ACCORDING TO THE DEED RECORDED ON JANUARY 14, 2011 AS DOCUMENT NUMBER 1101455058 IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF DOCUMENT NUMBER 1101455058, THENCE ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2007) EAST ZONE BEARING OF NORTH 01 DEGREE 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 8.00 FEET ALONG THE EAST LINE OF WESTERN AVENUE; THENCE NORTH 88 DEGREES 35 MINUTES 23 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF BELMONT AVENUE, A DISTANCE OF 78.80 FEET; THENCE SOUTH 85 DEGREES 42 MINUTES 00 SECOND EAST, A DISTANCE OF 80.40 FEET TO THE SAID NORTH LINE; THENCE SOUTH 88 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE SAID NORTH LINE, A DISTANCE OF 158.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.022 ACRE, MORE OR LESS.

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0003
Station	: Sta. 300+89.48 To Sta. 300+92.23
Index No.	: 14-30-100-019

LEGAL DESCRIPTION:
PARCEL 0003

PART OF LOT 13 IN BLOCK 13 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBE AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13, THENCE ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2007) EAST ZONE BEARING OF NORTH 88 DEGREES 35 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF BELMONT AVENUE, A DISTANCE OF 12.24 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 26 SECONDS WEST, A DISTANCE OF 9.89 FEET TO THE NORTHEASTERLY LINE OF CLYBOURN AVENUE; THENCE NORTH 46 DEGREES 23 MINUTES 39 SECONDS WEST ALONG THE SAID NORTHEASTERLY LINE, A DISTANCE OF 13.43 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 58 SQUARE FEET (0.001 ACRE), MORE OR LESS.

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0004
Station	: Sta. 298+67.35 To Sta. 299+50.31
Index No.	: 13-25-203-017 13-25-203-039 13-25-203-038

LEGAL DESCRIPTION:

PARCEL 0004

THE NORTH 10 FEET OF LOTS 6 AND 7 IN OWNER'S SUBDIVISION OF THE NORTHEAST 1 ACRE OF LOT 18 OF SNOW ESTATES SUBDIVISION BY THE SUPERIOR COURT IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.019 ACRE, MORE OR LESS.

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0004TE
Station	: Sta. 298+67.28 To Sta. 299+51.22
Index No.	: 13-25-203-017 13-25-203-039 13-25-203-038
	TEMPORARY EASEMENT

LEGAL DESCRIPTION:
PARCEL 0004TE

LOTS 6 AND 7 EXCEPT THE NORTH 10 FEET THEREOF IN OWNER'S SUBDIVISION OF THE NORTHEAST 1 ACRE OF LOT 18 OF SNOW ESTATES SUBDIVISION BY THE SUPERIOR COURT IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.267 ACRE, MORE OR LESS.

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0005
Station	: Sta. 298+35.37 To Sta. 298+67.35
Index No.	: 13-25-203-015

LEGAL DESCRIPTION:
PARCEL 0005

THE NORTH 10 FEET OF LOT 5 IN OWNER'S SUBDIVISION OF THE NORTHEAST 1 ACRE OF LOT 18 OF SNOW ESTATES SUBDIVISION BY THE SUPERIOR COURT IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 320 SQUARE FEET (0.007 ACRE), MORE OR LESS.

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0005TE
Station	: Sta. 298+35.30 To Sta. 298+68.26
Index No.	: 13-25-203-015
	TEMPORARY EASEMENT

LEGAL DESCRIPTION:
PARCEL 0005TE

LOT 5 EXCEPT THE NORTH 10 FEET THEREOF AND EXCEPT THE WEST 7.00 FEET OF THE SOUTH 8.00 FEET OF LOT 5 IN OWNER'S SUBDIVISION OF THE NORTHEAST 1 ACRE OF LOT 18 OF SNOW ESTATES SUBDIVISION BY THE SUPERIOR COURT IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.102 ACRE, MORE OR LESS.

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0006
Station	: Sta. 296+85.38 To Sta. 298+35.37
Index No.	: 13-25-203-014 13-25-203-045 13-25-203-011 13-25-203-010

LEGAL DESCRIPTION:
PARCEL 0006

PART OF LOT 1 IN BLOCK 1 OF JONES NORTH BRANCH ADDITION, BEING A SUBDIVISION OF LOT 18 IN SNOW ESTATE SUBDIVISION BY SUPERIOR COURT PARTITION IN THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 150.40 FEET OF THE EAST 290.0 FEET THEREOF) AND PARTS OF LOTS 1, 2, 3 AND 4 IN OWNER'S SUBDIVISION OF THE NORTHEAST 1 ACRE OF LOT 18 OF SNOW ESTATES SUBDIVISION BY THE SUPERIOR COURT, ALL IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBE AS FOLLOWS;
BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1 OF JONES NORTH BRANCH ADDITION SUBDIVISION, THENCE ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2007) EAST ZONE BEARING OF NORTH 89 DEGREES 07 MINUTES 01 SECOND EAST ALONG THE SOUTH LINE OF BELMONT AVENUE, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 01 DEGREE 15 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 01 SECOND WEST, A DISTANCE OF 51.56 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 98.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.023 ACRE, MORE OR LESS.

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0006TE
Station	: Sta. 296+85.38 To Sta. 298+36.22
Index No.	: 13-25-203-014 13-25-203-045 13-25-203-011 13-25-203-010
	TEMPORARY EASEMENT

LEGAL DESCRIPTION:

PARCEL 0006TE

LOT 1 IN BLOCK 1 OF JONES NORTH BRANCH ADDITION, BEING A SUBDIVISION OF LOT 18 IN SNOW ESTATE SUBDIVISION BY SUPERIOR COURT PARTITION IN THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 150.40 FEET OF THE EAST 290.0 FEET THEREOF) AND LOTS 1, 2, 3 AND 4 (EXCEPT THE SOUTH 8.00 FEET THEREOF) IN OWNER'S SUBDIVISION OF THE NORTHEAST 1 ACRE OF LOT 18 OF SNOW ESTATES SUBDIVISION BY THE SUPERIOR COURT; AND EXCEPTING FROM SAID LOTS THE TRACT DESCRIBE AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1 OF JONES NORTH BRANCH ADDITION SUBDIVISION, THENCE ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2007) EAST ZONE BEARING OF NORTH 89 DEGREES 07 MINUTES 01 SECOND EAST ALONG THE SOUTH LINE OF BELMONT AVENUE, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 01 DEGREE 15 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 01 SECOND WEST, A DISTANCE OF 51.56 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 98.93 FEET TO THE POINT OF BEGINNING; ALL IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.467 ACRE, MORE OR LESS.

Route	: FAP 370 (WESTERN AVENUE)
Section	: 07-E6149-00-BR
County	: Cook
Job No.	: R-88-003-14
Parcel	: 0007TE
Station	: Sta. 298+43.75 To Sta. 299+51.71
Index No.	: 13-25-203-043
	TEMPORARY EASEMENT

LEGAL DESCRIPTION:

PARCEL 0007TE

LOTS 26, 27 AND 28 IN BLOCK 1 IN JONES NORTH BRANCH ADDITION SUBDIVISION OF PART OF LOT 18 IN SNOW ESTATES SUBDIVISION BY SUPERIOR COURT IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.186 ACRE, MORE OR LESS.



City of Chicago



O2015-2018

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acquisition of property at 7733-7759 W Clarence Ave for construction, maintenance and repair of public ways
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance regarding acquisition authority for property located in the 7700 block of West Clarence.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1955

ORDINANCE

WHEREAS, the City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of government under Section 6(a), Article VII, of the Constitution; and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to Chapter 2-102-030 of the Municipal Code of the City, the Commissioner ("Commissioner") of the Department of Transportation of the City ("CDOT"), has the power and duty to control the acquisition of rights-of-way for and the improvement, construction, maintenance, and repair of the public ways, and to supervise and control such projects; and

WHEREAS, the Commissioner has determined that it is useful, desirable and necessary that the City undertake negotiations to acquire for public ownership and control certain portions of privately owned, unimproved parcels of real property described on Exhibit A to this ordinance (the "Parcels") for the public purpose of the acquisition of (1) rights-of-way for and the improvement, construction, maintenance, and repair of the public ways; (2) vehicular access by the public and emergency responders; and (3) any other public purpose (collectively, the "Public Purposes"); and

WHEREAS, the City has determined that the acquisition of the Parcels, free and clear of leases, agreements, easement and encumbrances for the Public Purposes is useful, advantageous or desirable for municipal purposes and public welfare, and that such acquisition may include the acquisition of land and improvements; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby incorporated herein by reference as if fully set forth in this Ordinance and are adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Parcels, or any portion thereof, for the Public Purpose, which shall be under public ownership and control.

SECTION 3. The Corporation Counsel is hereby authorized to undertake negotiations on behalf of the City, with the owners of the Parcels, for the purchase of the Parcels, or portions thereof, subject to approval of the purchase price by the City Council.

SECTION 4. If the Corporation Counsel is able to agree with the owners of the Parcels upon the price to be paid for such Parcels, or a portion thereof, by the City, the Corporation Counsel shall seek approval of the purchase price by the City Council pursuant to a separate ordinance.

SECTION 5. The Commissioner, or a designee of the Commissioner, is authorized to (1) execute such documentation as may be necessary to implement the provisions of this Ordinance, and (2) determine whether the acquisition of the Parcels, or a portion thereof, or less

than fee simple title, to the City are necessary to implement the Public Purpose, all subject to the approval of the Corporation Counsel.

SECTION 6. If any provision of this ordinance is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

DESCRIPTION OF PROPERTY

At the discretion of the Commissioner and subject to Corporation Counsel review, those portions of Property Index Numbers 12-01-105-089-0000 and 12-01-105-090-0000, commonly known as 7733-59 West Clarence Avenue, Chicago, Illinois.



City of Chicago



O2015-1408

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	City of Chicago Special Events Ordinance (2015)
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

SP-EV-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith the 2015 Special Events ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
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ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through the Department of Cultural Affairs and Special Events ("DCASE"), sponsors and conducts unparalleled exhibits, programs, festivals and cultural and entertainment events as further described by this ordinance (collectively "Events") in City facilities managed by DCASE and other City departments and throughout the City's streets, parks and neighborhoods; and

WHEREAS, the Events promote the public interest by providing vital recreation for the citizens of the City and from around the world, enhancing the cultural life of the City, and bringing together large numbers of people from every segment of society to meet and share in common social experiences in celebration of the City; and

WHEREAS, the City Council wishes to confer supplemental authority relating to the management and execution of Events, and also to vest the Commissioner with contracting authority important to the functioning of DCASE, including the operation of retail shops at DCASE's facilities, and the authority to buy, maintain, and restore art, all as specified in this ordinance; now, therefore,

Be it Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are made a part of this ordinance as though fully set forth herein.

SECTION 2. DCASE is authorized to sponsor and produce the Events set forth in Exhibit A attached to this ordinance. Subject to the availability of funds, DCASE may add additional programs, exhibits, festivals, cultural and/or entertainment events to Exhibit A.

SECTION 3. Those revenues that the Events may generate in 2015 in excess of revenues that have been appropriated in the 2015 Annual Appropriation Ordinance, as well as all City revenues collected in connection with concession agreements entered pursuant to this ordinance, must be deposited into Fund Number 355, and are subject to appropriation. All agreements and extensions authorized in this ordinance shall: (1) be made subject to the availability of duly appropriated funds, (2) contain such other terms and conditions as the commissioner deems reasonable and appropriate, and (3) be subject to the approval of the Corporation Counsel.

SECTION 4.

- (a) DCASE is authorized to operate concessions at the Events, including through third parties, selling items of interest to the public.
- (b) The Commissioner is authorized to execute agreements with theater groups, performers,

artists, entities promoting the arts, and art organizations selected by the Commissioner, which may include rights to use City space for performances or art exhibits in facilities that DCASE manages for free or reduced rent, provided that such uses are consistent with and further the mission of DCASE. Such agreements may authorize such entities to sell works of art or tickets to performances or exhibitions and to keep the proceeds, and may also provide for the City to give financial or promotional support to the entity.

SECTION 5(a). DCASE is authorized to impose application fees and/or registration fees in connection with certain Events, as follows: (i) Race to Taste (the "Race") -- an application fee of up to Thirty-five and no/100 Dollars (\$35.00) on all participants in the Race; (ii) Online talent submissions to perform at Events -- a fee of not more than Ten and no/100 Dollars (\$10.00); and (iii) any other Event where, based on the location of the Event, the estimated number of participants in the Event, the duration of the Event or any other relevant factor set forth in duly promulgated rules and regulations, DCASE determines that an application fee and/or registration fee is required for such Event. Provided, however, that if an application fee and/or registration fee is assessed under this item (iii), such fee shall not exceed \$100.00 and shall be reasonably related to the costs incurred by DCASE in connection with the administration of such Event. Any balance remaining from the application fees and/or registration fees after payment of the costs of the respective Event must be applied to the costs incurred by the City with respect to various other Events.

(b) DCASE is authorized to sell tickets for admittance to concerts that take place during the Taste of Chicago. The number of tickets sold shall not exceed 15% of the total capacity of the concert venue; 85% of the venue shall remain free. The average cost per ticket sold to these concerts shall not exceed \$25 and the cost of no ticket shall exceed \$50. In addition, DCASE is authorized to sell tickets for admittance to events held at the Chef of the Day Pavilion and other food or beverage specialty pavilions during the Taste of Chicago. Any balance remaining from the sale of tickets after payment of the costs of the Taste of Chicago shall be applied to the costs incurred by the City with respect to various other Events. Notwithstanding Section 18, the Commissioner is authorized to enter into and execute agreements with one or more entities to provide ticket selling services for the tickets referenced in this subsection, provided that the duration of any such agreement shall not exceed one year.

SECTION 6. DCASE must impose a service charge of \$2.50 on the purchase of each strip, sheet or other group of twelve (12) coupons redeemable for food and beverage at Taste of Chicago, Chicago Blues Festival, Chicago Jazz Festival, and Gospel Music Festival. DCASE may also sell coupons in electronic and other formats and at quantities greater or less than 12. The service charge for an individual coupon must not be greater than 1/12 of \$2.50. The service charge will be applied to the City's costs for these Events, which include, without limitation: security; entertainment; programming; production and marketing; maintenance operation; restroom facilities; inclusion of dining areas and picnic tables; and public relations efforts regionally, nationally and internationally. Any balance remaining from the service charge revenues after payment of these costs must be applied to the costs incurred by the City with respect to various other Events.

SECTION 7. On behalf of the City, DCASE may donate the amount of one percent (1 %) of the total ticket sales, less service charge revenues and sales tax, generated from Taste of Chicago for

the relief of malnutrition to not-for-profit organizations and/or for job training in the culinary arts industry in the City as directed by the Commissioner in consultation with the Commissioner of Family and Support Services (the "DFSS Commissioner").

SECTION 8. The Commissioner is authorized to charge festival and event organizers for costs incurred by the City in connection with a Special Event, as such term is defined in Section 10-8-335(a) of the Municipal Code of Chicago, or a Parade or Athletic Event, as such terms are defined in Sections 10-8-330(a) and 10-8-332, or such other events for which the City provides special services of the type described in Section 10-8-335(a)(1)(B). The Commissioner is authorized to promulgate such rules and regulations, subject to the approval of the Corporation Counsel, as he or she determines are necessary or desirable for the implementation of this section by posting these at the DCASE main offices. The Commissioner is authorized to collect payments from festival and event organizers for such costs for deposit in Fund Number 355. The funds collected by the City pursuant to this section will be used only to reimburse various funds described in the 2015 Annual Appropriation Ordinance for the costs referenced above.

SECTION 9. DCASE is authorized from time to time to sell at auction or otherwise any excess quantities of events and sports-related banners, posters and related memorabilia. The Commissioner, in consultation with the Commissioner of Family and Support Services, may use any balance remaining after applying the proceeds to the costs of the sales: (i) to donate to not-for-profit organizations devoted to the relief of malnutrition in the City or (ii) to purchase holiday gifts and provide holiday entertainment for needy Chicago children.

SECTION 10. The Commissioner is authorized to enter into and execute agreements for a term of up to two (2) years with vendors, contractors, and consultants for goods or services in connection with the Events, including but not limited to: souvenir vendors, art vendors, providers of amusement games and rides and for hospitality, supply of signage, protocol gift and floral services, maintenance services, security services, and fireworks for Events; provided, however, that the Commissioner or designees shall select the vendors, contractors and consultants by evaluating their qualifications and proposals submitted in response to publicly advertised solicitations. Public advertisements must consist of publishing an advertisement either in a newspaper of general circulation or on the City of Chicago website. When evaluating responses to a solicitation, the Commissioner will consider such facts as the firms' cost proposals, compliance with the requirements of the solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Commissioner deems important for the successful operation of the Events. Agreements entered into under this section shall provide the City the right to terminate such agreements early, and may permit the extension of such agreements up to a maximum of two (2) years under terms and conditions consistent with the terms of the publicly advertised solicitation.

SECTION 11. (a) The Commissioner is authorized, after evaluation of qualifications and proposals submitted in response to a publicly advertised solicitation or otherwise publicly disseminated solicitation, such as the mailing of applications to qualified entities or posting on the City of Chicago website, as determined in the Commissioner's discretion, to enter into and execute agreements for up to one (1) year with food and beverage vendors. When evaluating responses to a

solicitation, the Commissioner will consider such facts as the firms' cost proposals, compliance with the requirements of the solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Commissioner deems important for the successful operation of the Events.

All agreements entered into under this section shall provide the City the right to terminate such agreements early. Such agreements may also require food and beverage vendors to tender security deposits or allow the Commissioner to collect liquidated damages to ensure compliance with rules and regulations that she may promulgate pertaining to food and beverage vendors.

(b) The Commissioner is authorized to enter into and execute agreements with (i) such persons (as that term is defined in Municipal Code Section 1-4-090) whom the Commissioner reasonably deems to be Renowned Food and Beverage Vendors (as defined below), (ii) persons who prepare and sell items at an Event based upon the recipes of and with the express written permission of a Renowned Food and Beverage Vendor, and (iii) food service industry organizations representing Renowned Food and Beverage Vendors. "Renowned Food and Beverage Vendor" shall mean a person renowned for the degree of culinary expertise possessed by the person if an individual, or the head chef of the person, if an entity. Such food and beverage vending agreements will not be subject to the public solicitation requirement set forth in section (a) above.

SECTION 12. The Commissioner is authorized to enter into and execute agreements for up to two (2) years with one or more firms to design, assemble, install, transport, mount, erect, dismantle, refurbish, store or manage the storage of temporary displays, booths, or other event-related materials at Events or provide Event production, preparation, management, coordination or supervision, and to extend the terms of such agreements for up to two (2) years.

SECTION 13. For purposes of this Section 13, "Performer and Exhibition Agreements" means agreements with performers, caterers, announcers, musicians, artists, panelists, grant reviewers, guest curators and exhibitors. Performer and Exhibition Agreements are required to contain only those provisions deriving from State law that preempt the city's home rule authority.

SECTION 14. The Commissioner is authorized to enter into and execute intergovernmental cooperation agreements to sponsor and/or produce the Events, which may include, without limitation, terms relating to exchange of any consideration, insurance and indemnification between the City and those governmental units. The intergovernmental cooperation agreements may be with any necessary or appropriate federal, state or local government unit, including, without limitation, the Chicago Park District with respect to use of any Park District property and the United States Army Corps of Engineers with respect to the use of the Monroe Harbor Breakwater.

SECTION 15. The Commissioner is authorized to enter into and execute agreements with Sponsors of the Events or their agents, including, without limitation, commercial or other business sponsors and media sponsors, which may include, without limitation, terms allowing sponsors to promote, distribute samples of, or sell, food, goods and/or services, for up to three (3) years, and to extend the terms of such agreements for up to two (2) years. For those sponsorship agreements in which the sponsor provides in-kind contributions, those in-kind contributions shall be used in connection with the Events. All sponsorship agreements shall provide the City the right to

terminate such agreements early.

SECTION 16. The Commissioner is authorized to enter into and execute short term lease agreements with persons that are the lessors of the sites at which the Events may be held, which may include, without limitation, terms relating to exchange of any consideration, insurance and indemnification by the City to the lessors.

SECTION 17. The Commissioner is authorized to enter into and execute agreements for up to two (2) years to commission works by or provide visual, performance or other artists, caterers, announcers, musicians, panelists, grant reviewers, and guest curators, other entertainment and production or operations staff at the Events, and to extend the terms of such agreements for up to two (2) years.

SECTION 18. The Commissioner is authorized to enter into and execute an agreement for a term of one (1) year with an entity selected by the Commissioner through a request for proposals issued pursuant to Section 10 hereof, for beverage and food management, which may include, without limitation, providing services such as ticket selling, purchasing supplies and renting equipment, at such Events as determined by the Commissioner, including, but not limited to, Events in Grant Park. The agreements may include, without limitation, terms providing the City with the option to make advance payments to the contractor, as determined solely by the Commissioner. The Commissioner is authorized to extend the term of such agreement for up to two (2) years.

SECTION 19. The Commissioner is authorized to enter into contracts with providers of recreational inflatables, for a term not to exceed 5 years. Such contractors shall be selected pursuant to the process outlined for contracts in Section 10 hereof. The Commissioner is authorized to establish criteria for a grant program to communities for such recreational inflatables in rules and regulations, and to make grants of such recreational inflatables to such communities pursuant to the terms of such regulations.

SECTION 20. The Commissioner is authorized to enter into contracts with entities to operate retail shops in facilities managed by DCASE, including the Chicago Cultural Center Café, the Farmstand at 66 E. Randolph, and the Gift Shop at the Chicago Cultural Center. Such contractors shall be selected pursuant to the process outlined for contracts in Section 10 hereof.

SECTION 21. (a) The Commissioner is authorized to enter into contracts with individuals or public or private entities to commission, create, or produce (which shall include procuring temporary rights to, installing, and maintaining) temporary art exhibitions and exhibitions of other items of public interest. "Temporary art exhibition" shall mean an exhibition that extends for a maximum of twelve months. The Commissioner shall have the authority to establish selection guidelines for the temporary art exhibits, including determining whether any selection will be made by open competition, limited entry (invitational) or direct selection, and the authority to make final selection of the artwork to be exhibited. (b) The Commissioner is authorized to enter into contracts with individuals or entities to restore, install, and maintain artwork. (c) All contracts described in this Section may include, without limitation, the provision of insurance and indemnification by the City to such contractors.

SECTION 22. The Commissioner is authorized to enter into contracts with entities to provide tourism services, including without limitation marketing and programming. Such contractors shall be selected pursuant to the process outlined in Section 10.

SECTION 23. The Commissioner is authorized to execute other documents ancillary to the agreements described in this ordinance, including certifications and assurances that are required in connection with the sponsorship and/or production of the Events.

SECTION 24. The Commissioner is authorized to enter into and execute agreements for up to three (3) years, for the production, distribution and sale of souvenir program books and other promotional materials, to be produced at no cost to the City, and to extend the terms of such agreements for up to two (2) years. These agreements may contain terms that permit the contractor to sell advertising within the souvenir program book, vend the souvenir program book and retain all or part of the proceeds from these activities. Such agreements shall provide the City the right to terminate the agreement early.

SECTION 25. The Commissioner is authorized to enter into and execute an agreement for a term of up to two (2) years with a contractor to provide LED screen(s) and associated labor and equipment in connection with Events, and to extend the term of such agreement for up to two (2) years. This agreement may contain terms that permit the contractor to sell advertising to third parties to be displayed on the LED screen (subject to prior approval by DCASE of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early.

SECTION 26. The Commissioner is authorized to enter into and execute agreements for a term of up to two (2) years with contractors to provide an advertising system with respect to portable toilets and/or refuse carts in connection with Events, and to extend the term of such agreements for up to two (2) years. These agreements may contain terms that permit the contractor to sell advertising to third parties to be displayed using the system (subject to prior approval by Commissioner of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early.

SECTION 27. The Commissioner is authorized to enter into and execute grant agreements to support the Department and its programs. Funding from these grant agreements are subject to appropriation. The Commissioner is also authorized to enter into and execute grant agreements for in-kind services including, without limitation, consultation, loans or grants of personal property, and intellectual property.

SECTION 28. The invalidity of any one or more phrases, sentences, clauses or sections contained in this ordinance does not affect the remaining portions of the ordinance.

SECTION 29. The authority granted by this ordinance shall be deemed to have commenced as of January 1, 2015.

SECTION 30. This ordinance takes effect immediately upon its passage and approval as provided

by law.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A"
EVENTS

- Air and Water Show
- Chicago Blues Festival
- Chicago Gospel Music Festival
- Taste of Chicago (or other citywide food festivals)
- Chicago Jazz Festival
- World Music Festival
- International Theater Festival
- Chicago SummerDance
- Public art Projects, including Percent for Art
- Recreational Inflatables
- Farmers Markets
- Halloween Festivities and Display(s)
- Maxwell Street Market Events
- Extreme Sporting Events
- Bike Chicago
- Hosting National and International Touring Sports Events
- Kids and Kites Festival
- Co-sponsored Neighborhood Festivals
- Parades
- Mayoral Receptions
- Holiday Decorating and Programming throughout Downtown Business District
- Performances, programs, events and exhibitions in the Chicago Cultural Center, Millennium Park, Grant Park, Gallery 37 Center for the Arts, 72 East Randolph, Clarke House Museum and the Women's Park and Gardens, The City Gallery at the Historic Water Tower, the Water Works Visitor Information Center, Maxim's: The Nancy Goldberg International Center, and Daley Center Plaza and other venues throughout the City
- Citywide Seasonal or other Public, Cultural memorial and Entertainment Events
- Entertainment Events around the City's Waterways
- Creative Chicago Expo
- At Work Forums
- Programs, Exhibitions and Seminars supporting Chicago's Creative Industries
- Promotional/Preview events in conjunction with Events listed in this Exhibit A
- Sponsorship and Fundraising Events to benefit the Department of Cultural Affairs and Special Events

Cultural Grants Program



City of Chicago



O2015-1419

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/18/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Zoning Reclassification Map No. 1-E Residential-Business Planned Development No. 368 - amend
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



ZON.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 18, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment to Planned Development No. 368.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION: That the Chicago Zoning Ordinance be amended by changing all the Residential Business Planned Development No. 368 symbols and indications as shown on Map No. 1-E in the area bounded by:

A line 150 feet east of and parallel to North St. Clair Street; East Grand Avenue; North Lake Shore Drive; the center line of Ogden Slip to a point 439.74 feet east of North Lake Shore Drive, the center line of the Turning Basin; the north bank of the Chicago River and the line thereof extended eastward where said bank does not exist; North Michigan Avenue; East North Water Street; North St. Clair Street (as now located); East Illinois Street; North St. Clair Street; the alley next south of East Grand Avenue;

to the designation of a Residential-Business Planned Development No. 368, as amended, which is hereby established in the area above described, subject to the provisions at the Plan of Development Statements herewith attached and made a part thereof and to the Bulk Regulations and Data Table and Planned Development Exhibits approved and attached to Residential-Business Planned Development No. 368, as amended January 21, 2015, to no others.

SECTION: This ordinance shall be in force and effect from and after its passage and due publication.

**RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. 368, AS AMENDED
PLAN OF DEVELOPMENT
STATEMENTS**

1. The area delineated herein as "Residential-Business Planned Development Number 368", as amended, consists of approximately 1,560,904 square feet or 35.83 acres (exclusive of public rights-of-way and dedicated public open space) of real property as shown on the attached Planned Development Boundary Map (the "Property").
2. This plan of development consists of these twenty-one (21) statements and the following exhibits for the entire Planned Development: Bulk Regulations and Data Table for the entire Planned Development; an Existing Zoning Map; Planned Development Boundary and Subareas Map; Development Parcels Map; Maximum Height Zones; Existing and Planned Open Spaces; Pattern of Vehicular Roadways; and Recommended Traffic Improvements. This plan of development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements hereof, and satisfies the established criteria for approval as a planned development. In any instance where a provision of the planned development conflicts with the Chicago Building Code, the Building Code shall control.

This plan of development consists of the following exhibits related to the development of Subparcel E.3: Bulk Regulations and Data Table Note 10; Site Landscape Plan; DuSable Landscape Plan; Ground Floor Plan Overview; Lower Lake Shore Drive Plan Overview; Building Elevations; South Building Elevation; Partial Enlarged South Elevation; Partial East/West Site Section; Partial Enlarged East Elevation; North/South Site Section at Lake Shore Drive; North/South Tower and Parking Section; East/West Parking Section; North/South Overview Section; and Lake Front Trail Alignment Alternate 1 and Alternate 2.

This plan of development consists of the following exhibits related to the development of Subarea B Parcels 7 and 7A: Bulk Regulations and Data Table Note 11; View Corridor Program; Overall Site Plan; Lower East North Water Street Plan, North Park Drive Street Plan, North Park Drive Wayfinding Plan; Upper East North Water Street Plan; Upper East North Water Street Wayfinding Plan; Terrace Level Plan; Landscape Plan; Green Roof Plan; Overall Section A Plan and Partial North Elevation; West Elevation at tower and Partial North/South Section B Plan; Building Elevations (North, South, East and West) prepared by Solomon Cordwell Buenz dated May 24, 2012.

This plan of development consists of the following plans and exhibits related to the development of Parcels P21B and P21C (the Kraft Parcel): Bulk Regulations and Data Table Note 12; Site Plan; Ground Floor Plan; Recreation Deck Level Plan; Green Roof Plan; Building Elevations (North and East, and South and West); Landscape Plan; Pocket Park Bonus Landscape Plan; Landscape Sections (A/B and C/D); and Landscape Plant List prepared by GREC Architects, LLC and dated December 18, 2014 (the "Plans").

Applicant: Patricia A. Scudiero, Zoning Administrator
Introduced Date: March 18, 2015
Plan Commission Date:

All of the exhibits cited, above, shall be those approved with Residential-Business Planned Development No. 368, as amended January 21, 2015.

3. The current property owner or an authorized agent shall obtain all required reviews, approvals, licenses and permits in connection with this plan of development. The dedication or vacation of any streets or alleys shall require a separate submittal and approval by the City Council.
4. The requirements, obligations and conditions contained within this planned development shall be binding upon each property owner, its successors and assigns (including any condominium association which is formed) and the legal titleholders and any ground lessors. All rights granted hereunder shall inure to the benefit of each property owner, its successors and assigns (including any condominium association which is formed) and the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Subject to the subarea/subparcel control provisions of Section 17-8-0400 of the Chicago Zoning Ordinance, single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by the Equitable Life Assurance Society of the United States or all its successors and assigns as zoning control party for property located west of Columbus Drive, and by all the successors and assigns to the Chicago Dock and Canal Trust, as zoning control parties for the property located east of Columbus Drive. The board of directors of any condominium association shall represent individual condominium owners.
5. Several subareas are delineated on the attached planned development Subarea Map for the purposes of establishing use and density controls in connection with this Plan of Development. Uses permitted below +35 feet Chicago City Datum plus or minus 6 feet in respect of design conditions ("Plaza Level") shall be in general conformity with the Permitted and Special Uses of the DX-12, Downtown Mixed-Use District classification; uses permitted at and above the Plaza Level in the area hereinbefore defined shall be in general conformity with the Permitted and Special Uses of the DX-12, Downtown Mixed-Use District classification, except that in that part of the subject area lying within 200 feet of North Michigan Avenue uses shall be in general conformity with the Permitted and Special Uses of the DX-16, Downtown Mixed-Use District classification; uses permitted where no Plaza Level exists shall be in general conformity with the Permitted and Special Uses of the DX-12, Downtown Mixed-Use District Classification. Earth station receiving and transmitting dishes, microwave relay dishes and transmitting or receiving dishes shall be permitted. Residential support services, physical fitness/indoor recreation center, and small venue theater are expressly permitted in Subparcel E.3. Non-accessory parking shall be a permitted use in Subarea F only. Underground accessory parking related to the improvements constructed upon Subparcel

E.3 shall be a permitted use in Subparcel E.2. All other controls and regulations set forth herein are made applicable within the general application of this statement. Uses permitted in DuSable Park (Subparcel E.1) shall be recreational and related uses including but not limited to marinas; tennis courts; and similar facilities. Temporary staging of construction materials and related equipment shall be a permitted use in Subparcel E.1 subject to the review and approval of the Commissioner of the Department of Planning and Development and the Chicago Park District. Daycare and other community-oriented uses are expressly permitted and strongly encouraged in all areas of the planned development. Agreement on how space for a minimum of one new daycare center shall be provided within Subareas B, D or Subparcel E.3 to service new residents and employees of those subareas must be submitted and approved by the Department of Planning and Development prior to the issuance of any Part II approval for any improvement on Parcels P1, P3, P7, P7A, P8, P18, or P19.

6. For purposes of Floor Area Ratio ("FAR") calculations, the definitions in the Chicago Zoning Ordinance shall apply, with the following exceptions: (1) in Subarea A, grade is herein established at plus thirty-five (+35) feet Chicago City Datum, plus or minus six (± 6) feet in respect of design conditions ("Plaza Level"); (2) in Subarea B, grade is herein established as the curb level of the building entrance on upper East North Water Street plus or minus six (± 6) feet in respect of design conditions; and (3) space devoted to heating, ventilation, and air-conditioning equipment shall not be included in FAR regardless of location.
7. Any service drives or other ingress or egress lanes shall be adequately designed and paved in accordance with the regulations of the Chicago Department of Transportation and in compliance with the Municipal Code of the City of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago and shall have a minimum of 20 feet to provide ingress and egress for emergency vehicles. There shall be no parking within established fire lanes. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work proposed in the Public Way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago.
8. Off-street parking and loading facilities shall be provided in compliance with this plan of development, subject to the review of the Chicago Department of Transportation and approval by the Department of Planning and Development. All parking spaces required to serve buildings or uses shall be located on the same parcel as the building or use served, or (i) if a residential use, within 600 feet walking distance, or (ii) if a non-residential use, within 1,200 feet walking distance. Parking to serve uses in Subarea E.1 or E.3 may be located underneath or west of Lake Shore Drive.

9. Business and business identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development and to the conditions of Statement 11(e). Off-premises signage is prohibited. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals. Signage for retail and movie theater uses is a special concern. A general signage plan indicating the locations and dimensions of signage for these uses, including all interior signage which is visible from public streets, shall be submitted prior to Part II approval in accord with Statement 16 hereof (Site Plan Review).
10. The height of buildings within the planned development and any appurtenance attached thereto shall be subject to the limitations on the attached exhibit labeled "Maximum Height Zones". Where maximum height zones have been established, building height shall be defined as follows:

"Building height" is the vertical distance from the curb level, grade, or its equivalent, opposite the center of the front of a building to the highest point of the underside of the ceiling beams of the highest habitable floor, in the case of a flat roof; to the deck line of a mansard roof; and, to the mean level of the underside of the rafters between the eaves and the ridge of a gable, hip or gambrel roof. For the purpose of determining height in Subarea B Parcels 7 and 7A, grade is herein established as the curb level of the building entrance on upper East North Water Street plus or minus 6 feet in respect of design conditions. (For the purpose of determining height, building tops of other configurations may be considered to be the type described herein which most closely approximates the shape of the proposed design). However, in no case shall the "actual" height of a building exceed the "maximum height" by more than 65 feet.
11. The improvements on individual development sites shall be designed, constructed and maintained in accordance with the exhibits attached hereto and the following general design standards:
 - (a) Buildings along Lake Shore Drive shall be designed to minimize building mass directly facing the Drive. The base along Lake Shore Drive of any such structure shall be limited to the height of Lake Shore Drive. The tower of such structures shall be set back a minimum of 40 feet from Lake Shore Drive although encroachments into such setback area for design reasons may be allowed by the Commissioner of Planning and Development as a minor change pursuant to Section 17-13-0611 of the Chicago Zoning Ordinance. This 40-foot setback area shall be heavily landscaped with trees and other greenery so as to be visible from the drive.
 - (b) Landscaping of buildings at terraces, rooftops, and balconies shall be provided wherever possible and appropriate. Buildings shall be designed with upper-level architectural features that are lit at night wherever possible. Mechanical equipment on rooftops shall be screened with quality materials, and made a

feature of the building design, where appropriate. Notwithstanding any statement to the contrary, this planned development shall be subject to the provisions of Chapter 17-11 of the Chicago Zoning Ordinance governing landscaping and screening. In any instance where a provision of this planned development conflicts with landscape and screening provisions of the Chicago Zoning Ordinance, the Chicago Zoning Ordinance shall control. Nothing in this planned development is intended to waive the applicability of the landscape and screening provisions of the Chicago Zoning Ordinance.

- (c) Buildings shall be setback from the property line, if necessary, to achieve a minimum of 12 feet, 6 inches (except the building column may be setback 10 feet, 0 inches in Subarea E-3 along Ogden Slip and the building located in Subarea B, Parcels 7 and 7A, may be located at the property line along North New Street, North Park Drive, Upper East North Water Street and Lower East North Water Street) in sidewalk width to accommodate street trees. No awnings, canopies, or other building projections shall be allowed that would interfere with street tree canopies except at entrances to hotels, residential entrances or movie theaters.
- (d) Building designs that reflect divisions into base, middle, and top, that have setbacks, cornice lines, changes in plane or materials, articulated surfaces, or other methods of reducing the scale and mass are encouraged. Preferred building materials shall be stone, manufactured stone, brick, finished metal such as stainless steel, or articulated pre-cast concrete in combination with glass at the base. Exposed structural concrete, dryvit or other stucco-like material, or reflective glass shall not be allowed. Materials of upper stories shall be similar to those of the lower; however, the level of detailing may be simplified.
- (e) Buildings shall be designed with clearly delineated signage bands. The quality and amount of signage shall be strictly controlled. The total square footage displayed on any building shall be limited to no more than six (6) times the street frontage on any given street. Preference shall be given to pin-mounted back lit signs with individual letters that are externally lit. Signs behind glass that are visible from the sidewalk shall count toward the permitted sign area. The area of a sign that consists of individual letters shall be measured by drawing a box around the letters. Graphic images which depict tenant logos or products or which may otherwise be construed as advertising shall count as signage in their entirety. Signage on awnings shall be allowed on the valance only, with a maximum of 5-inch high letters limited to tenant identification or logos only. No electronic moving message board signs shall be allowed. Rooftop signs shall be prohibited.
- (f) No new surface parking lots, except interim lots approved by the Zoning Administrator, shall be allowed. No surface parking lot shall be allowed on the Parcel P21B ("Kraft") park site in Subarea F. The maximum effort shall be made to contain parking in below-ground structures. Above-grade parking structures shall be enclosed, fronted by habitable space, or otherwise designed so as to have

a similar appearance to habitable spaces in terms of finish materials, the shape and scale of openings, and the screening of ramps, car lights and ceiling fixtures. Any parking structures facing the Chicago River must be fronted by habitable space or completely enclosed and well-articulated at all levels. The first floor of all structures facing Illinois Street, Grand Avenue, McClurg Court, Park Drive, or Columbus Drive shall maximize space with active uses such as retail, daycare, restaurants, et cetera. Parking structures shall also contain provisions for planting at the base, the roof, or at mid-height ledges.

- (g) Loading docks shall be concealed from public view through screening or landscaping. Curb cuts for loading docks shall be minimized.
- (h) The new roadway structure at upper level Illinois Street shall be finished in highly articulated stone, pre-cast concrete, or other quality material, with particular attention given to views of the structure from Columbus Drive. Terraced planting, pedestrian lighting, decorative railings, banners, and other features shall be used to create a major pedestrian amenity. A major water feature shall be installed at the intersection of upper-level Illinois Street and the NBC Plaza. The underside of upper Illinois shall be appropriately lit, structural columns shall be covered, and other elements shall be added to create a safe, well-lit connection to Michigan Avenue.
- (i) The completion of the riveredge esplanade shall be required of the developers of Parcels 14 and 16, and Parcel 18. Such public spaces shall be developed with the same quality and character of amenities as the existing esplanade adjacent to these areas. In addition, the developer of Parcel 18 shall be responsible for the development of pedestrian access to DuSable Park under Lake Shore Drive. Such access shall be well-lit, suitably paved, and finished so as to provide safe, attractive, and convenient access to the park from the river esplanade. All plans for pedestrian access to DuSable Park from Parcel 18 shall be subject to detailed review and approval by the Department of Planning and Development before the issuance of any superstructure Part II approval letters.
- (j) The developer of Parcel 19 shall develop the following public improvements indicated on Exhibit 6 Existing and Planned Open Spaces concurrently with the development of Parcel 19: a pedestrian walkway from East North Water Street to Ogden Slip and an extension of the Ogden Slip promenade to Lake Shore Drive. The pedestrian walkway from East North Water Street to Ogden Slip shall be developed with the same quality and character of amenities as the existing walkway from the River Esplanade to East North Water Street. The extension of the Ogden Slip promenade shall be developed with the same quality and character of amenities as the existing promenade adjacent to it. In the event that DuSable Park is developed before Parcel 19 is developed, the owner(s) of Parcel 19 shall construct and maintain a temporary pedestrian connection along the slip. These improvements shall consist of a paved (asphalt or better) pedestrian walkway, a

minimum of 20 feet in width. Metal railings shall be installed along either side of the pedestrian walkway near the slip edge and on the side adjacent to Parcel 19. The design of these improvements shall be subject to the approval of the Commissioner of Planning and Development.

In addition, pedestrian access along Ogden Slip under Lake Shore Drive to DuSable Park shall be constructed concurrently with the construction of DuSable Park. The owner(s) of Parcel 19 shall be solely responsible for the cost of improvements underneath Lake Shore Drive, subject to approval of the State of Illinois to make such improvements. Such access shall be well-lit, suitably paved, and finished so as to provide safe, attractive, and convenient access to the park from the Ogden Slip promenade. However, if Parcel 19 should be developed before the construction of DuSable Park, then the owner(s) of Parcel 19 shall, at the time of application for superstructure Part II, place in escrow money equivalent to the cost of constructing such a connection, as determined by the Commissioner of the Department of Planning and Development, unless an agreement between the Developer of Parcel E.3 and the Chicago Park District as referenced in Statement Number 11(m) below provides otherwise.

All plans for these improvements shall be subject to detailed review and approval by the Department of Planning and Development before the issuance of any Part II approval letters.

- (k) All improvements to be constructed within this planned development for which Part II approval letters are issued after the March 29, 2006 date of City Council approval of the amended planned development shall comply with the Department of Planning and Development Chicago Sustainable Development Policy in effect at the time of application for Part II approval, and the owners shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in a manner generally consistent with the Leadership in Energy and Environmental Design Green Building Rating System (LEED). A dog-run shall be located within or adjacent to Subparcel E.3. As a result of the architectural design of the tower to be constructed within Subparcel E.3, a green roof is not feasible. The development of the improvements on Parcel P21C contemplated by this Planned Development amendment shall be LEED certified and have a green roof of approximately 2,177 square feet and a rain water collection system as described in the attached Green Roof Plan.
- (l) Pursuant to the Affordable Housing provision of the City of Chicago Zoning Ordinance, Title 17, Chapter 17-4-1004, et seq. ("Zoning Ordinance") Developer of Parcel E.3 has asked for an increase in the Floor Area Ratio of 3.00 FAR for the Property. The Developer of Parcel E.3 hereby acknowledges that according to Section 17-4-1004D of the Zoning Ordinance, the total floor area devoted to affordable housing units must equal at least 25 percent of the total increase in floor area allowed under the Affordable Housing Bonus or a cash payment must

be made to the City of Chicago Affordable Housing Opportunity Fund based on the increase in allowable floor area multiplied by 80 percent of the median cost of land per buildable square foot. Based on Section 17-4-1004D, the Developer of Parcel E.3 has agreed to provide a cash payment to the City of Chicago Affordable Housing Opportunity Fund in the amount of \$5,700,300.00. Prior to the issuance of permits, the Developer of Parcel E.3 will enter into an Affordable Housing Agreement with the Chicago Department of Planning and Development or provide a letter of credit or other security device in an amount equal to the cash contribution. The Developer of Parcel E.3 must comply with all of the applicable sections of the Affordable Housing Provision of the Zoning Ordinance which sections are hereby incorporated into this planned development. The Affordable Housing Agreement required by Section 17-4-1004-E9 is also incorporated into this planned development.

Pursuant to the Off-Site Park and Open Space Contributions provision of the City of Chicago Zoning Ordinance, Title 17, Chapter 17-4-1018, et seq., the Developer of Parcel E.3 has asked for an increase in the Floor Area Ratio of 2.16 FAR for the Property. The Developer of Parcel E.3 hereby acknowledges that according to Section 17-4-1018-C of the Zoning Ordinance, a cash payment must be made to the City of Chicago based on the increase in allowable floor area multiplied by 80 percent of the median cost of land per buildable square foot. Based on Section 17-4-1018-C, the Developer of Parcel E.3 has agreed to provide a cash payment to the City of Chicago in the amount of \$4,104,216.00. Prior to the issuance of permits, the Developer of Parcel E.3 will provide a letter of credit or other security device in an amount equal to the cash contribution. The Developer of Parcel E.3 must comply with all of the sections of the Off-Site Park and Open Space Contributions provisions of the Zoning Ordinance which sections are hereby incorporated into this planned development. The Off-Site Park and Open Space Contribution Agreement required by Section 17-4-1018-B3 is also incorporated into this planned development.

- (m) The Developer of Parcel E.3, the City of Chicago, and the Chicago Park District shall enter into an agreement relating, in part, to the responsibility for the design, funding and construction phasing of DuSable Park, the pedestrian connections to DuSable Park and the Lakefront Trail.
- (n) The improvements contemplated for DuSable Park (Subparcel E.1) must be substantially completed by the Developer of Parcel E.3 prior to the issuance of Certificate of Occupancy for any dwelling unit exceeding the three hundredth (300th) dwelling unit constructed with Subparcel E.3.
- (o) The amendment of this Planned Development concerning development of Parcels P21B and P21C triggers the requirements of Section 2-45-110 of the Municipal Code (the "Affordable Requirements Ordinance" or "ARO"). Any developer of a "residential housing project" within the meaning of the Affordable Requirements

Ordinance (“Residential Project”) must: (i) develop affordable housing units as part of the Residential Project; (ii) pay a fee in lieu of the development of affordable housing units; or (iii) any combination of (i) and (ii). Further, the amendment of this Planned Development is subject to Section 17-4-1004-D of the Zoning Code, which also requires on-site affordable housing or payment of a fee in lieu of providing affordable housing for rezonings in DC, DX and DR districts that increase the base floor area ratio. If a planned development is subject to the requirements of both sections (2-45-110 and 17-4-1004-D), the developer may elect to satisfy the ARO requirements by complying with the affordable housing floor area bonus provided for in Section 17-4-1004. The owner of Parcels P21B and P21C has elected to comply with Section 17-4-1004. Pursuant to Section 17-4-1004-B of the Zoning Ordinance, the owner of Parcels P21B and P21C has requested an increase in the floor area ratio for the Property, as set forth in the bonus worksheet required under Section 17-4-1003-D and attached hereto as an Exhibit (“Bonus Worksheet”). In accordance with the formulas set forth in Section 17-4-1004-C and the Bonus Worksheet, the owner of Parcels P21B and P21C acknowledges and agrees that it must provide either a minimum of at least 21,680 square feet of floor area (the “Affordable Units”) in the building receiving the affordable housing floor area bonus (“Eligible Building”), with an affordable unit mix comparable to the overall mix and approved by the Department of Planning and Development prior to issuance of the first building permit, or make a cash payment in lieu of providing affordable housing in the amount of \$2,983,168 (“Cash Payment”), or \$100,000 per unit (“Pro Rata Amount”). Prior to the issuance of any building permits for the Eligible Building, including, without limitation, excavation or foundation permits, the owner of Parcels P21B and P21C must either make the required Cash Payment or provide a performance bond or other security in the amount of the Cash Payment ensuring construction of the Affordable Units. If the owner of Parcels P21B and P21C elects to construct the Affordable Units, it must also enter into an Affordable Housing Agreement with the City pursuant to Section 17-4-1004-E9 prior to the issuance of any building permits for the Eligible Building, including, without limitation, excavation or foundation permits. The terms of the Affordable Housing Agreement and any amendments thereto would be incorporated herein by this reference. The owner of Parcels P21B and P21C acknowledges and agrees that the Affordable Housing Agreement would be recorded against the Eligible Building and would constitute a lien against each Affordable Unit in an amount equal to the Pro Rata Amount. The City shall execute partial releases of the Affordable Housing Agreement prior to or at the time of the sale of each Affordable Unit to an income-eligible buyer at an affordable price, subject to the simultaneous execution and recording of a mortgage, restrictive covenant or similar instrument against such Affordable Unit. In addition to the Affordable Housing Agreement, the owner of Parcels P21B and P21C acknowledges and agrees that, pursuant to Section 17-4-1003-D3, the Bonus Worksheet will serve as an official record of bonuses and amenities. The owner of Parcels P21B and P21C must comply with the applicable affordable housing standards and

requirements set forth in Section 17-4-1004, the terms of which are incorporated herein by this reference. Notwithstanding anything to the contrary contained in Section 17-4-1003-E, the Commissioner of the Department of Planning and Development may enforce remedies for breach of the Affordable Housing Agreement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the Planned Development.

12. Publicly dedicated improvements, including streets, sidewalks, transit and open space amenities shall be designed, constructed and maintained in accordance with the exhibits described in Statement 2 hereof and the "Cityfront Center Internal Design Standards: Section I", dated September 12, 1986.
13. The property owner(s) adjacent to the Chicago River shall develop a continuous pedestrian esplanade along the Chicago River's edge. Completion of the esplanade will occur as follows:
 - (a) The east right-of-way line of McClurg Court to the west right-of-way line of Lake Shore Drive shall be improved concurrently with development of adjacent parcels south of East North Water Street (Parcels 14,16, and 18). In the event that DuSable Park is developed before Parcel 18 is developed, the owner(s) of Parcel 18 shall construct and maintain a temporary pedestrian connection along the river. These improvements shall consist of a paved (asphalt or better) pedestrian walkway, a minimum of 10 feet in width. Metal railings shall be installed along either side of the pedestrian walkway near the river's edge and on the side adjacent to the development parcel. The design of these improvements shall be subject to the approval of the Commissioner of Planning and Development; and
 - (b) The west right-of-way line of Lake Shore Drive to DuSable Park shall be constructed concurrently with the construction of DuSable Park. The owner(s) of Parcel 18 shall be solely responsible for improvements underneath Lake Shore Drive, subject to approval of the State of Illinois to make such improvements. Such access shall be well lit, suitably paved, and finished so as to provide safe, attractive, and convenient access to the park from the river edge esplanade. However, if Parcel 18 should be developed before the construction of DuSable Park, then the owner(s) of Parcel 18 shall, at the time of application for superstructure Part II, place in escrow money equivalent to the cost of constructing such a connection, as determined by the Commissioner of the Department of Planning and Development, unless an agreement between the Developer of Parcel E.3 and the Chicago Park District as referenced in Statement Number 11(m) above provides otherwise.
14. The developer of Parcels P21B and P21C (the Kraft Parcel), shall substantially renovate the existing 70,000 square foot park on Parcel P21B in accordance with the Landscape Plan, the Landscape Sections, and the Landscape Plant list. Such renovation shall be

commenced no later than three (3) months following issuance of the first occupancy permit for the residential building to be constructed on Parcel P21C as permitted by this Planned Development, and shall be completed no later than one (1) year thereafter. The park, as renovated, shall continue to be privately owned, maintained and subject to occasional partial closure for private use but, subject to the foregoing, shall remain accessible to the public during hours in which public parks are accessible to the public. The public shall have use of the Dog Run indicated on the Landscape Plan subject to any regulations, if imposed, that conform to the protocols of the Chicago Park District for Dog Friendly Areas. The owner(s) of Parcels P21B and P21C (the Kraft Parcel) shall be responsible for the costs and performance of maintenance of the park in conformance with the Landscape Plan and the Open Space Plan. Nothing contained herein shall preclude residents or other individuals from using the park for other private uses, provided that they obtain permission from the owner(s) of the Kraft Parcel and all necessary governmental approvals and permits.

15. Traffic studies completed by developers and the City of Chicago project significant peak hour traffic volume increases on Illinois Street and Grand Avenue in particular as a result of new development. Some excess roadway capacity is available to handle this increased traffic, but a number of geometric, signal timing and parking control measures are recommended in addition to active transportation management in the Illinois-Grand corridor. Accordingly, no Part II submittal shall be approved without a firm agreement between the developer and the Chicago Department of Transportation regarding the timing and responsibility for any recommended traffic improvements described in Exhibit 8 hereof for streets adjoining the development site. Membership and participation in the Illinois-Grand Corridor Transportation Management Association shall also be required prior to the issuance of any Part II development approval.
16. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance ("Part II approval") for development or redevelopment of any development parcels within the planned development, other than alterations to existing buildings which do not increase their height or alter their footprint or construction in accordance with the Plans approved herein, a site plan for the proposed development, including parking areas, shall be submitted to the Zoning Administrator for approval. Review and approval of the site plan by the Zoning Administrator is intended to assure that specific development proposals conform with the general design standards in Statement 11 and to ensure coordination of public improvements described in Statements 12 through 15 at an early stage. No Part II approval for work for which a Site Plan must be submitted to the Zoning Administrator shall be granted until the Site Plan has been approved by the Zoning Administrator. Further, all Part II submittals shall be in compliance with the Chicago Landscape Ordinance. At least thirty (30) days prior to the filing of the Developer of Parcel E.3's request for Part II approval for the construction of the superstructure upon Subparcel E.3, the Developer of Parcel E.3 Applicant shall submit a detailed Landscape Plan and Elevations for the Subparcel E.3 property to the Department of Planning and Development for review and approval.

Following approval of a Site Plan by the Zoning Administrator, the approved plan shall be kept on permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this planned development. The approved Site Plan may be changed or modified pursuant to the minor change provisions of Section 17-13-0611 of the Chicago Zoning Ordinance.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- (1) the boundaries of the Property;
- (2) the footprint of the improvements;
- (3) location and dimensions of all loading berths;
- (4) preliminary landscaping plan prepared by a landscape architect with final landscaping plan to be approved at Part II stage;
- (5) all pedestrian circulation routes;
- (6) the location of any adjacent public improvements;
- (7) a signage plan for any building where retail or theater uses would be present above the ground level;
- (8) preliminary elevations of the improvements; and
- (9) statistical information applicable to the Property limited to the following:
 - (a) floor area and floor area ratio;
 - (b) uses to be established;
 - (c) building heights; and
 - (d) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this planned development.

17. If any provision of this planned development amendment shall, to any extent, be invalid or unenforceable, the remainder of this planned development amendment shall not be affected thereby, and each provision of the planned development amendment shall be valid and enforceable to the fullest extent of the law.
18. The terms, conditions and exhibits of this Planned Development Ordinance or of an approved Site Plan may be modified administratively by the Zoning Administrator upon

the request of the applicant and after a determination by the Zoning Administrator that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in the planned development and the purposes underlying the provisions hereof. Any such modification shall be deemed to be a minor change in the planned development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

19. It is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all buildings and improvement on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
20. It is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of natural resources. All improvements to be constructed within this Planned Development for which Part II approval letters are issued after the March 29, 2006, date of the City Council approval of the amended Planned Development shall comply with the Department of Planning and Development Chicago Sustainable Development Policy in effect at the time of application for Part II approval. The owners of all such improvements shall use best and reasonable efforts to design, construct and maintain all buildings located within the Planned Development in a manner generally consistent with the Leadership in Energy and Environmental Design ("LEED") Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development. The development of the improvements on Parcel P21C contemplated by this Planned Development amendment shall be LEED certified and have a green roof of approximately 2,177 square feet and a rain water collection system as described in the attached Green Roof Plan.
21. Unless substantial construction of the improvements contemplated within Subparcel E.3 has commenced within three (3) years following adoption of this planned development amendment, and unless completion is thereafter diligently pursued, then this planned development shall expire as it relates to Subparcel E.3 and the zoning of Subparcel E.3 of the planned development shall automatically revert to Residential-Business Planned Development Number 368, as amended on March 29, 2006. Unless substantial construction of the improvements contemplated within Subparcels 7 and 7A has commenced within six (6) years following adoption of this planned development on May 6, 2012, and unless completion is thereafter diligently pursued, then this planned development shall expire as it relates to Subparcels 7 and 7A and the zoning of Subparcels 7 and 7A of the planned development shall automatically revert to Residential-Business Planned Development Number 368, as amended on July 9, 2008. Unless substantial construction of the improvements contemplated within Parcels P21B and P21C (the Kraft Parcel) has commenced within three (3) years following adoption of this planned development on January 21, 2015, and unless completion is thereafter diligently pursued, then this planned development shall expire as it relates to Parcels

P21B and P21C (the Kraft Parcel) and the zoning of Parcels P21B and P21C (the Kraft Parcel) shall automatically revert to Residential-Business Planned Development Number 368, as amended on May 6, 2012.